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11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**
13

14 ARTHUR LEE ALFRED, II et al.,

15 Plaintiffs,

16 v.

17 WALT DISNEY PICTURES,

18 Defendant,
19

Case No. 2:18-CV-08074-CBM-ASx

DISCOVERY MOTION

DECLARATION OF JULIANA M. YEE IN OPPOSITION TO PLAINTIFFS' MOTION TO COMPEL DISCOVERY

Judge: Hon. Alka Sagar

Hearing Date: April 26, 2022

Time: 10:00 a.m.

Place: Roybal Ctrm.
540

Pretrial Conf.: January 9, 2023

Trial Date: February 7, 2023

Discovery Cutoff: June 27, 2022

DECLARATION OF JULIANA M. YEE

I, Juliana M. Yee, hereby declare:

1. I am admitted to practice before all of the courts of the State of California and this Court. I am an attorney at the law firm of Munger, Tolles & Olson LLP and counsel of record for Defendant Walt Disney Pictures (“WDP”) in the above-captioned matter. I have personal knowledge of the facts set forth in this declaration, and, if called as a witness, I could and would testify competently to the matters set forth herein

2. Attached hereto as **Exhibit A** is a correct copy of the Complaint in this action (Dkt. 1), filed with this Court on November 14, 2017.

3. Attached hereto as **Exhibit B** is a correct copy of the Screenplay attached to Plaintiffs’ First Amended Complaint as Exhibit 2 (Dkt. 112-2), filed with this Court on November 30, 2020.

4. Attached hereto as **Exhibit C** is a correct copy of the First Amended Complaint in this action (Dkt. 112), filed with this Court on November 30, 2020.

5. Attached hereto as **Exhibit D** is a correct copy of the Writers Guild of America (“WGA”) *Screen Credits Manual* produced by WDP in this action bearing control numbers WDP0054344 to WDP0054375.

6. Attached hereto as **Exhibit E** is a correct copy of a June 6, 2003 credit determination letter for *Pirates of the Caribbean: The Curse of the Black Pearl* from WGA to Stephanie Harris, Vice President of Credit and Title Administration at WDP, produced by WDP in this action bearing control numbers WDP0040408 to WDP0040409.

7. Attached hereto as **Exhibit F** is a correct copy of Plaintiffs’ Answers to Defendant’s First Set of Interrogatories served on February 17, 2022.

8. On February 16, 2022, and March 9, 2022, I participated in meet-and-confer calls with Plaintiffs’ counsel regarding, among other topics, Plaintiffs’ demand for financial information regarding the Sequels. During the February 16th

1 call, I asked Plaintiffs' counsel if Plaintiffs contended that the Sequels infringe their
2 Screenplay. Plaintiffs' counsel confirmed that they did not. We discussed
3 Plaintiffs' hypothetical license argument during both calls, but at no point did
4 Plaintiffs' counsel mention the *Red Hood* agreement as a basis for their hypothetical
5 license argument.

6 9. During the parties' meet and confers, Plaintiffs' counsel asked WDP to
7 produce financial information regarding the Sequels. WDP did not agree to this
8 proposal.

9 10. During the parties' meet and confers, Plaintiffs' counsel asked WDP to
10 produce financial information for *Curse* from 2003 to 2014, and offered to accept in
11 a summary format—a one-page overview of revenues, expenses, costs, and profits
12 on an annual basis—the financial information for *Curse*. WDP did not agree to this
13 proposal.

14 I declare under penalty of perjury under the laws of the United States of
15 America that the foregoing is true and correct.

16 Executed on this 22nd day of March, 2022, at Salt Lake City, Utah.

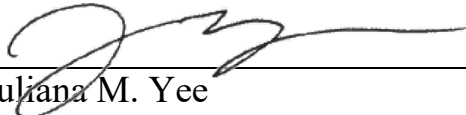
17
18 
19 Juliana M. Yee

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. _____

ARTHUR LEE ALFRED II; EZEQUIEL MARTINEZ, JR.; and TOVA LAITER,

Plaintiffs,

v.

THE WALT DISNEY COMPNAY, a Delaware Corporation; DISNEY ENTERPRISES, INC., a Delaware Corporation; WALT DISNEY MOTION PICTURES GROUP, INC, a California Corporation; DISNEY CONSUMER PRODUCTIONS, INC., a California Corporation; DISNEY CONSUMER PRODUCTIONS AND INTERACTIVE MEDIA, INC., a California Corporation; DISNEY BOOK GROUP, LLC, a Delaware Limited Liability Company; DISNEY INTERACTIVE STUDIOS, INC., a California Corporation; DISNEY STORE USA, LLC, a Delaware Corporation; WALT DISNEY ATTRACTIONS TECHNOLOGY, LLC, a Delaware Limited Liability Company; WALT DISNEY THEATRICAL RECORDINGS, a California Corporation; WALT DISNEY PARKS AND RESORTS WORLDWIDE, a Florida Corporation; ABC, INC., a New York Corporation; BUENA VISTA HOME ENTERTAINMENT, INC., a California Corporation; BUENA VISTA MEDIA, a California Corporation; BUENA VISTA PRODUCTIONS; a California Corporation; BUENA VISTA THEATRES, INC.; a California Corporation; BUENA VISTA THEATRICAL GROUP LTD., New York Corporation; BUENA VISTA VIDEO ON DEMAND, a California Corporation; BUENA VISTA BOOKS, INC., a California Corporation; BUENA VISTA CATALOGUE CO., a California Corporation; BUENA VISTA NON-THEATRICAL, INC., a California Corporation; JOHN and JANE DOES 1-10, inclusive.

Defendants,

COMPLAINT AND JURY DEMAND

ARTHUR LEE ALFRED II, EZEQUIEL MARTINEZ, JR., and TOVA LAITER (“Plaintiffs”), by and through counsel, Maceau Law files this its Complaint against Defendants,

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THE WALT DISNEY COMPANY, a Delaware Corporation; DISNEY ENTERPRISES, INC., a Delaware Corporation; WALT DISNEY MOTION PICTURES GROUP, INC, a California Corporation; DISNEY CONSUMER PRODUCTIONS, INC., a California Corporation; DISNEY CONSUMER PRODUCTIONS AND INTERACTIVE MEDIA, INC., a California Corporation; DISNEY BOOK GROUP, LLC, a Delaware Limited Liability Company; DISNEY INTERACTIVE STUDIOS, INC., a California Corporation; DISNEY STORE USA, LLC, a Delaware Corporation; WALT DISNEY ATTRACTIONS TECHNOLOGY, LLC, a Delaware Limited Liability Company; WALT DISNEY THEATRICAL RECORDINGS, a California Corporation; WALT DISNEY PARKS AND RESORTS WORLDWIDE, a Florida Corporation; ABC, INC., a New York Corporation; BUENA VISTA HOME ENTERTAINMENT, INC., a California Corporation; BUENA VISTA MEDIA, a California Corporation; BUENA VISTA PRODUCTIONS; a California Corporation; BUENA VISTA THEATRES, INC.; a California Corporation; BUENA VISTA THEATRICAL GROUP LTD., New York Corporation; BUENA VISTA VIDEO ON DEMAND, a California Corporation; BUENA VISTA BOOKS, INC., a California Corporation; BUENA VISTA CATALOGUE CO., a California Corporation; BUENA VISTA NON-THEATRICAL, INC., a California Corporation; JOHN and JANE DOES 1-10, inclusive. ("Defendants") and for its claims and causes of action states as follows:

INTRODUCTION

This case is about The Walt Disney Company's ("TWDC") willful infringement of Plaintiff's original copyrighted expression of themes, settings, dialogue, characters, plot, mood, sequence of events contained in an original spec screenplay entitled "*Pirates of the Caribbean*"

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and The Walt Disney Company's creation of a "*Pirates of the Caribbean*" franchise to include films, video games, theme park attractions, merchandising, casino games, literature and other related items.

JURISDICTION AND VENUE

1. This Court has original subject matter jurisdiction over this action and the claims asserted herein, pursuant to 28. U.S.C. § 1331 ("federal question jurisdiction") and § 1338(a) (actions arising under any Act of Congress relating to copyright claims), in that this action arises under the laws of the United States and, more specifically, Acts of Congress relating to copyrights. The matter in controversy exceeds, exclusive of interest and costs, the sum specified by 28 U.S.C. § 1332.

2. Defendants are subject to personal jurisdiction of the Court because they reside and/or conduct business in the State of Colorado.

3. Venue is properly laid in this district pursuant to 28 U.S. C. 1400(a) and (b). This Court is a proper venue for this copyright infringement case because (a) the agent for Plaintiff's may be found in the State of Colorado and/or (b) each Defendant does business in the State of Colorado, or has otherwise engaged in tortious conduct injuring the Plaintiff in the State of Colorado.

THE PARTIES

4. This litigation arises from, inter alia, defendant's wrongful and unjustified theft of intellectual property, namely an original spec screenplay entitled: "*Pirates of the Caribbean*" (hereafter known as "*The Screenplay*").

5. Plaintiff A. Lee Alfred, II is a citizen of the United States and resides in California. Plaintiff Ezequiel Martinez, Jr. is a citizen of the United States and resides in California. Plaintiff Tova Laiter is a citizen of the United States and resides in California.

6. On information and belief, defendant The Walt Disney Company (hereinafter known as "*Defendants*" or "*TWDC*") is incorporated in Delaware, with its principal place of business in California, and it is duly qualified to transact business in the state of Colorado.

7. There are persons and/or entities who or which do or may have liability upon one or more of the claims asserted or to be asserted in this action and who or which are identified in this Complaint only as John and/or Jane Does and/or Doe Entities, whose true name is unknown. Either their identities are not yet known to Plaintiffs or the facts concerning their liability and/or their amenability or capacity to be joined as defendants in this case are not yet sufficiently known to Plaintiffs to allow their joinder in this pleading. As additional facts concerning such matters are learned, Plaintiffs will move promptly to amend this Complaint accordingly.

HISTORY AND LORE OF PIRATES IN MYTH, LITERATURE, FILM AND SONG

8. Throughout history there has been the lore and myth of pirates that have pervaded literature, song and film. With works like, "*A General History of the Pyrates*" (1724), by Captain

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Charles Johnson. Additionally, there is literature such as “*Robinson Crusoe*,” “*Treasure Island*,” “*Peter Pan*,” “*Captain Singleton*,” “*The Pirate*,” “*The Gold-Bug*,” “*The Coral Island*,” “*The Red Rover*,” among many others.

9. These traditional expressions of pirates include looking for treasure, are feared by all and are not shown to be good men with a sense of humor.

10. Films have covered swashbuckling pirates, many adaptations from literature, such as “*Treasure Island*,” “*Peter Pan*,” “*Savage Island*,” “*The Buccaneer*,” “*The Pirate*,” “*The Island*,” “*Captain Blood*,” “*Blackbeard the Pirate*,” and “*Yellowbeard*,” among many others. While the majority of these pirates films have a love story/triangle, the pirates themselves are brutal and not historically portrayed as humorous and good men.

11. Pirates are traditionally (and historically) evil, loathsome, feared and enemies of mankind. These works typically describe pirates as bearded, eye patched, peg legged with a hook in place of their hand.

12. Pirates have not been expressed as “humorous” or “good men”, but as fearsome men who terrorize all that are in their path of destruction.

CAPTAIN JACK AS AN EXPRESSION OF A UNIQUELY NEW “PIRATE”

13. Pirates in film, while handsome or good looking, have not been depicted as having a sense of humor, until “Captain Jack Sparrow” in the *Pirates* franchise. This “new” pirate, who is funny, not feared, and repeatedly referred to as a “good man” has not only created a new pirate character, but created a Pirates franchise that has been wholly centered on this new pirate character. This “Captain Jack Sparrow” character is widely recognizable and consistently differs from the traditional character of pirates. The “Captain Jack Sparrow” in character is substantially similar

to the character “Davy Jones” in “*The Screenplay*”. (see *Exhibits 1 & 5*)

FACTUAL BACKGROUND

14. Every young screenwriter dreams of writing that fresh and creative script that can catch the attention of a major film studio. The opportunity to have a major film studio, such as Defendants, take a screenwriter’s original spec screenplay and turn the work into a major motion picture is the ultimate dream.

15. A. Lee Alfred, II and Ezequiel Martinez, Jr. almost realized that dream, but they this dream quickly turned into a nightmare, when their original work, “*The Screenplay*”, was intentionally copied and commercially exploited by Defendant’s, creating a billion-dollar franchise, with no credit or compensation to Alfred or Martinez.

16. A. Lee Alfred II and Ezequiel Martinez, Jr, through their Producer, Tova Laiter, submitted their original screen play *Pirates of the Caribbean* (“*The Screenplay*”) in August 2000 to Defendants. (see *Exhibit 2.*)

17. Both Alfred and Martinez had previously submitted an original spec screenplay “*Red Hood*” to Defendants in October 1999, through their same producer Tova Laiter.

18. Defendants elected to produce “*Red Hood*” and invited both Alfred and Martinez to work with Brigham Taylor, Josh Harmon, Michael Haynes, (et al) on the development of the “*Red Hood*” project.

19. In fact, Defendants paid for Alfred and Martinez to join the Writers Guild, as is required for all screenwriters at *TWDC*.

20. Alfred and Martinez began to make several trips monthly to *TWDC* to work on this

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project, without a contract completed and without compensation.

21. These young writers, fresh out of film school, were ecstatic to work with Defendants and felt as if their dreams were coming true.

22. From October 1999 through October 2000, both Alfred and Martinez worked with the Defendant's creative team on "*Red Hood*."

23. The contract for the purchase of this screenplay was being reviewed by attorneys and without compensation or a properly executed contract, they continued to "trust" that Defendants would compensate them for their original spec screenplay.

24. While working on the creative team for "*Red Hood*", both Alfred and Martinez developed an idea for an original spec screenplay entitled "*Pirates of the Spanish Main*."

25. Due to their relationship with Defendants at the time, Alfred and Martinez retitled the original spec screenplay "*Pirates of the Caribbean*."

26. This name change was when both writers realized that the ride had "no story" and they began to envision their screenplay incorporating the basic elements of the *Pirates of the Caribbean* ride while creating a new story focused upon a supernatural element.

27. Alfred and Martinez wrote "*The Screenplay*" and the final draft was completed on July 19th, 2000. (see *Exhibit 2*.)

28. Tova Laiter reviewed several drafts of "*The Screenplay*" and after July 19th, 2000, received the final draft entitled "*Pirates of the Caribbean*" and began to "shop" the original spec screenplay to several different producers, studios and directors.

29. Laiter discussed "*The Screenplay*" with Brigham Taylor, at TWDC, and upon Taylor's encouragement and desire to consider "*The Screenplay*" submitted "*The Screenplay*" to Taylor on August 9th, 2000.

30. With the original spec screenplay, the writers also submitted a Sizzle Reel (created by Martinez) and original artwork (created for Alfred and Martinez.)

31. Taylor suggested that the idea of a film based on the *Pirates of the Caribbean* ride had been suggested over the years and that the Defendants had considered making a film based on the *Pirates of the Caribbean* ride recently.

32. However, Taylor, expressly stated to Laiter that the Defendants “had no treatment or script.” (see *Exhibit 3*.)

33. After the submission of “*The Screenplay*”, Sizzle Reel and original artwork, Laiter, Alfred and Martinez waited to hear from Taylor as to whether Defendants would be interested in producing “*The Screenplay*”.

34. They heard nothing from Taylor for many weeks. (This was odd because it is the industry standard to pass on or accept a project within 1-2 weeks.)

35. Laiter made numerous phone calls to follow up with Taylor.

36. Alfred and Martinez also mentioned “*The Screenplay*” to Taylor and Harmon, when at TWDC to discuss “*Red Hood*.”

37. Specifically, Alfred and Martinez attended a meeting with Taylor and Harmon, where upon arriving early, they noticed their script and artwork on a coffee table in Taylor’s office.

38. After mentioning “*The Screenplay*” and asking whether they would be discussing this project, they were quickly ushered out of the office to wait for Taylor.

39. When they returned to the office, a short time later, all materials that had been on the coffee table had been moved and the meeting ended abruptly.

40. Within a week, both Alfred and Martinez had their contract and compensation for “*Red Hood*” and were not invited back to TWDC.

41. Shortly thereafter, Laiter was informed by Taylor that the Defendants were going to pass on the project due to children being in “*The Screenplay*.” Alfred and Martinez were both on the phone (listening on silent) when Laiter was informed that Defendants were passing on the original spec screenplay and passing on the project.

42. At no point during the conversation did the Defendants state that they had another screenplay already and were moving forward with a “*Pirates of the Caribbean*” film project.

43. Traditionally, in the film industry, when a studio passes on a project, the original works are returned immediately to the submitters. This is an industry accepted standard designed to prevent the “unintentional” copying of any original spec screenplay submitted to the studios.

44. At the time that Defendants passed on Alfred and Martinez’s original spec screenplay, it was not returned.

45. In fact, “*The Screenplay*” was never returned to Laiter or Alfred.

46. Just over two years later, on November 26th, 2002, “*The Screenplay*” was returned to Martinez, via U.S.P.S. Priority Mail, with the return address of “B. Taylor” at TWDC. (see *Exhibit 4*.)

47. It is highly unusual that Defendants returned the original spec screenplay to Martinez and not Laiter, who originally submitted the original spec screenplay as the Producer of the project.

48. It is also highly unusual to return a script over two years later. At the time, the original spec screenplay was returned to Martinez, Defendants were already in production on the first “*Pirates of the Caribbean*” film.

49. The first “*Pirates of the Caribbean*” film, “*Pirates of the Caribbean: The Curse of the Black Pearl*” premiered just over seven months later, on July 9th, 2003.

50. It was upon viewing the first film that Alfred, Martinez and Laiter realized the many similarities between their original spec screenplay and “*Pirates of the Caribbean: The Curse of the Black Pearl*”.

51. The similarities have continued throughout the entire “*Pirates of the Caribbean*” franchise.

52. The Defendants intentionally, blatantly, and without authorization copied the work of Alfred and Martinez. Themes, settings, plot, several characters, and dialogues from “*The Screenplay*”, some practically verbatim, have been copied by the Defendants into “*Pirates of the Caribbean: The Curse of the Black Pearl*”, and in every subsequent sequel, including the 2017 release of “*Pirates of the Caribbean: Dead Men Tell No Tales*,” (2017).

53. Defendant’s unauthorized copying and appropriation of “*The Screenplay*” is just another misappropriation of intellectual property of others in their longstanding history of copying other’s original material. From allegedly *Lion King* to *Toy Story*, *Monsters, Inc. to Up*, and in more recent years, *Frozen*, *Inside Out*, to *Zootopia* and many others, Defendants have a long history of disregarding Copyright law and making tremendous profit without compensating the very individuals that created these original expressions.

54. Alfred, Martinez and Laiter seek to hold Defendants responsible for their theft of intellectual property and the unauthorized copying of their original spec screenplay. They also seek to hold Defendants responsible for their future loss of reputation, income and the emotional and physical distress caused by their intentional acts.

COPYRIGHTABLE ELEMENTS

55. Copyright law was enacted in 1790 under the United States Copyright Law Act (and further covering Motion Pictures in 1912) for the very purpose of protecting original works of authorship from any unauthorized copying by individuals or corporations. The law itself was most certainly enacted to protect the inexperienced and naïve individuals from being taken advantage of by those who would benefit from the unauthorized copying of these individuals work.

56. In *Litchfield v. Spielberg*, 736 F.2d 1352, 1356 (9th Cir. 1984); the Courts held: “To prove copyright infringement, the Plaintiff must show (1) ownership of the copyright, (2) access to the copyrighted work, and (3) substantial similarity between the copyrighted work and the defendant's work.”

57. Ownership of “*The Screenplay*” vested on July 19th, 2000, when the Plaintiffs affixed their original expression in a tangible medium. 17 U.S.C. § 102(a). (see *Exhibit 3*.)

58. Defendants had access to the copyrighted work on August 9th, 2000, when Tova Laiter sent “*The Screenplay*”, original artwork and Sizzle Reel, to Brigham Taylor. (see *Exhibit 2*.)

59. Defendants returned a copy of “*The Screenplay*”, via U.S.P.S. Priority Mail, to the Plaintiff, Ezequiel Martinez, Jr. on November 26th, 2002, therefore; Defendants had access to “*The Screenplay*”, at the very minimum, for the period of August 9th, 2000 until November 26th, 2002. (see *Exhibits 3&4*.)

60. “To prove infringement, a Plaintiff must show that the works are substantially similar in both *ideas* and *expression*.” *Sid & Marty Krofft*, 562 F.2d at 1164 (9th Cir. 1977). Similarity of ideas may be shown by an extrinsic test which focuses on alleged similarities in the

objective details of the works. *Id.* The extrinsic test requires a comparison of plot, theme, dialogue, mood, setting, pace and sequence. *Jason v. Fonda*, 698 F.2d 966 (9th Cir. 1982), *incorporating by reference*, 526 F. Supp. 774, 777 (C.D.Cal.1981).”

DEFINITIONS OF ELEMENTS IN EXTRINSIC TEST

61. Plot: refers to a series of dramatic events or actions that make up a film's narrative. A plot point is a key turning point or moment in a film's story that significantly advances the action. Plot points either set the story further into motion, or disrupt and complicate the plot; also known as beat or A story; contrast to a subplot (aka B story or C story) - a secondary plot in a film; a plot plant is the technique of 'planting' an apparently trivial piece of information early in a story - that becomes more important later on;

62. Theme: the central characteristic, idea, concern or motif in a film;

63. Dialogue: any spoken lines in a film by an actor/actress. It may be considered overlapping if two or more characters speak simultaneously. In film-making, it is recording dialogue to match lip movements on previously-recorded film.

64. Mood: emotional tone; atmosphere or pervading tone;

65. Setting: the time (time period) and place in which the film's story occurs, including all of the other additional factors, including climate (season), landscape, people, social structures and economic factors, customs, moral attitudes, and codes of behavior, also known as locale;

66. Pace: the speed/tempo of the dramatic action, which is usually enhanced by the soundtrack and the speed of the dialogue, the type of editing, etc.;

67. Sequence: a scene, or connected series of related scenes that are edited together and comprise a single, unified event, setting, or story within a film's narrative; it also refers to

scenes that structurally fit together in the plots; sequence usually refers to a longer segment of film than a scene and sequences are often grouped into acts (like a three-act play). A sequence shot refers to a long, normally complicated shot with complex camera movements and actions;

68. “To constitute infringement of expression, the total concept and feel of the works must be substantially similar. *Sid & Marty Krofft*, 562 F.2d at 1164.”

69. “*The Screenplay*” is substantially similar in total concept and feel of the works of the *Pirates* franchise through the plot, theme, dialogue, mood, setting, pace, sequence. (*Exhibit 5*.)

CHARACTER

70. “Characters that have received copyright protection have displayed consistent, widely identifiable traits.” *Rice v. Fox Broadcasting Company*, 330 F.3d 1170, 1175 (9th Cir. 2003). To show that characters are eligible for copyright protection Plaintiffs must show that character is sufficiently delineated through showing consistent and widely identifiable traits.

71. The overall character of “*The Screenplay*” and the key characters in “*The Screenplay*” are delineated and consistent, widely identifiable with several of the character and characters of the *Pirates* franchise. (*Exhibit 5*.)

**FIRST CLAIM FOR RELIEF FOR INFRINGEMENT OF COPYRIGHT
(REPRODUCTION OF COPYRIGHTED WORK)**

72. “Copyright protection subsists . . . in original works of authorship fixed in any tangible medium of expression.” 17 U.S.C. § 102(a).

73. “*The Screenplay*”, Sizzle Reel, and original artwork, are original works of authorship by the Plaintiffs fixed in a tangible medium of expression on July 19th, 2000.

74. “[T]he owner of copyright under this title has the exclusive rights to do and to authorize . . . [the] reproduc[tion] the copyrighted work in copies or phonorecords.” 17 U.S.C. § 106(1).

75. Plaintiffs' exclusive rights to “*The Screenplay*”, Sizzle Reel, and original artwork extend to the themes, settings, dialogue, characters, plot, pace, sequence of events, and mood expressed in “*The Screenplay*”, Sizzle Reel, and original artwork.

76. Plaintiffs, have the right and standing to enforce their exclusive rights to “*The Screenplay*”, Sizzle Reel, and original artwork and its copyrightable elements.

47. Plaintiffs have duly complied with all the provisions of the copyright laws of the United States related to their original works of authorship. The Plaintiffs registered their original works of authorship with the U.S. Copyright Office on October 3rd, 2017.

48. Defendants had access to “*The Screenplay*”, Sizzle Reel, and original artwork.

49. Defendants have willfully, for commercial exploitation, and without permission of the Plaintiffs’, reproduced the themes, settings, dialogue, characters, plot, pace, sequence of events, and mood expressed in “*The Screenplay*”, Sizzle Reel, and original artwork by producing and distributing the various works that comprise the Pirates of the Caribbean franchise.

50. Specifically, Defendants prepared reproductions of the Plaintiffs’ original works of

authorship, with the following works: “The Pirates of the Caribbean: The Curse of the Black Pearl” (2003); “*Pirates of the Caribbean: Dead Man’s Chest*” (2006); “Pirates of the Caribbean: *At World’s End*” (2007); “Pirates of the Caribbean: On Stranger Tides” (2011); and “Pirates of the Caribbean: Dead Men Tell No Tales” (2017).

51. “Anyone who violates any of the exclusive rights of the copyright owner . . . is an infringer of the copyright or right of the author, as the case may be.” 17 U.S.C. § 501(a).

52. Defendants’ infringement was and continues to be intentional, deliberate, willful, malicious, and in blatant disregard of Plaintiff’s exclusive rights. Defendants are currently preparing reproductions of Plaintiffs’ original works of authorship. Defendants never obtained a license from Plaintiffs to prepare reproductions of Plaintiffs’ original works of authorship. Defendants are violating Plaintiffs’ exclusive rights to reproduce Plaintiffs’ original works of authorship and are willfully infringing on Plaintiffs’ copyright. Pursuant to 17 U.S.C. § 501(b), Plaintiffs are instituting an action for willful infringement by Defendants.

53. Defendants’ infringing conduct has caused Plaintiff to suffer damages and harm, including but not limited to, lost derivative market exploitation opportunity, lost revenues and profits, loss of creative attribution, loss of integrity, lost market share and other damages. The exact nature and extent of said damages will be proven at trial and exceeds the minimum jurisdictional requirements of this Court.

54. Accordingly, Plaintiffs are entitled to an award against Defendants for the recovery of Defendants’ profits, Plaintiffs’ actual damages and punitive damages, pursuant to 17 U.S.C. § 504.

**SECOND CLAIM FOR RELIEF FOR INFRINGEMENT OF COPYRIGHT
(PREPARATION OF DERIVATIVE WORKS)**

55. “Copyright protection subsists . . . in original works of authorship fixed in any tangible medium of expression.” 17 U.S.C. § 102(a).

56. “*The Screenplay*”, Sizzle Reel, and original artwork, are original works of authorship by the Plaintiffs fixed in a tangible medium of expression on July 19th, 2000.

57. “[T]he owner of copyright under this title has the exclusive rights to do and to authorize . . . [the] prepar[ation] of derivative works based upon the copyrighted work.” 17 U.S.C. § 106(2).

58. Plaintiffs' exclusive rights to “*The Screenplay*”, Sizzle Reel, and original artwork extend to the themes, settings, dialogue, characters, plot, pace, sequence of events, and mood expressed in “*The Screenplay*”, Sizzle Reel, and original artwork.

59. Plaintiffs, have the right and standing to enforce their exclusive rights to “*The Screenplay*”, Sizzle Reel, and original artwork and its copyrightable elements.

60. Plaintiffs have duly complied with all the provisions of the copyright laws of the United States related to their original works of authorship. The Plaintiffs registered their original works of authorship with the U.S. Copyright Office on October 3rd, 2017.

61. Defendants had access to “*The Screenplay*”, Sizzle Reel, and original artwork.

62. Defendants have willfully, for commercial exploitation, and without permission of the Plaintiffs’, prepared derivative works based on the themes, settings, dialogue, characters, plot, pace, sequence of events, and mood expressed in “*The Screenplay*”, Sizzle Reel, and original artwork by producing and distributing the various works that comprise the Pirates of the Caribbean franchise.

63. Specifically, Defendants prepared the following derivative works of the Plaintiffs' original works of authorship: "The Pirates of the Caribbean: The Curse of the Black Pearl" (2003); "*Pirates of the Caribbean: Dead Man's Chest*" (2006); "*Pirates of the Caribbean: At World's End*" (2007); "Pirates of the Caribbean: On Stranger Tides" (2011); and "Pirates of the Caribbean: Dead Men Tell No Tales" (2017).

64. "Anyone who violates any of the exclusive rights of the copyright owner . . . is an infringer of the copyright or right of the author, as the case may be." 17 U.S.C. § 501(a).

65. Defendants' infringement was and continues to be intentional, deliberate, willful, malicious, and in blatant disregard of Plaintiffs' exclusive rights. Defendants are currently preparing derivative works based on Plaintiffs' original works of authorship. Defendants never obtained a license from Plaintiffs' to prepare reproductions of Plaintiffs' original works of authorship. Defendants are violating Plaintiffs' exclusive rights to prepare derivative works based on Plaintiffs' original works of authorship and are willfully infringing on Plaintiffs' copyright. Pursuant to 17 U.S.C. § 501(b), Plaintiffs' are instituting an action for willful infringement by Defendants.

66. Defendants' infringing conduct has caused Plaintiffs to suffer damages and harm, including but not limited to, lost derivative market exploitation opportunity, lost revenues and profits, loss of creative attribution, loss of integrity, lost market share and other damages. The exact nature and extent of said damages will be proven at trial and exceeds the minimum jurisdictional requirements of this Court.

67. Accordingly, Plaintiffs are entitled to an award against Defendants for the recovery of Defendants' profits, Plaintiffs' actual damages and punitive damages, pursuant to 17 U.S.C. § 504.

**THIRD CLAIM FOR RELIEF FOR INFRINGEMENT OF COPYRIGHT
(DISTRIBUTION OF COPYRIGHTED WORK)**

69. “Copyright protection subsists . . . in original works of authorship fixed in any tangible medium of expression.” 17 U.S.C. § 102(a).

70. “*The Screenplay*”, Sizzle Reel, and original artwork, are original works of authorship by the Plaintiffs fixed in a tangible medium of expression on July 19th, 2000.

71. “[T]he owner of copyright under this title has the exclusive rights to do and to authorize . . . [the] distribut[ion] copies or phonorecords of the copyrighted work to the public by sale or other transfer of ownership, or by rental, lease, or lending.” 17 U.S.C. § 106(3).

72. Plaintiffs’ exclusive rights to “*The Screenplay*”, Sizzle Reel, and original artwork extend to the themes, settings, dialogue, characters, plot, pace, sequence of events, and mood expressed in “*The Screenplay*”, Sizzle Reel, and original artwork.

73. Plaintiffs, have the right and standing to enforce their exclusive rights to “*The Screenplay*”, Sizzle Reel, and original artwork and its copyrightable elements.

74. Plaintiffs have duly complied with all the provisions of the copyright laws of the United States related to their original works of authorship. The Plaintiffs registered their original works of authorship with the U.S. Copyright Office on October 3rd, 2017.

75. Defendants had access to “*The Screenplay*”, Sizzle Reel, and original artwork.

76. Defendants have willfully, for commercial exploitation, and without permission of the Plaintiffs’, distributed works containing the themes, settings, dialogue, characters, plot, pace, sequence of events, and mood expressed in “*The Screenplay*”, Sizzle Reel, and original artwork by producing and distributing the various works that comprise the **Pirates** franchise.

77. Specifically, Defendants distributed the Plaintiffs’ original works of authorship,

with the following works: “The Pirates of the Caribbean: The Curse of the Black Pearl” (2003); “*Pirates of the Caribbean: Dead Man’s Chest*” (2006); “*Pirates of the Caribbean: At World’s End*” (2007); “Pirates of the Caribbean: On Stranger Tides” (2011); and “Pirates of the Caribbean: Dead Men Tell No Tales” (2017).

78. “Anyone who violates any of the exclusive rights of the copyright owner . . . is an infringer of the copyright or right of the author, as the case may be.” 17 U.S.C. § 501(a).

79. Defendants’ infringement was and continues to be intentional, deliberate, willful, malicious, and in blatant disregard of Plaintiffs’ exclusive rights. Defendants are currently distributing Plaintiffs’ original works of authorship. Defendants never obtained a license from Plaintiffs to distribute Plaintiffs’ original works of authorship. Defendants are violating Plaintiffs’ exclusive rights to distribute Plaintiffs’ original works of authorship and are willfully infringing on Plaintiffs’ copyright. Pursuant to 17 U.S.C. § 501(b), Plaintiffs are instituting an action for willful infringement by Defendants.

80. Defendants’ infringing conduct has caused Plaintiffs to suffer damages and harm, including but not limited to, lost derivative market exploitation opportunity, lost revenues and profits, loss of creative attribution, loss of integrity, lost market share and other damages. The exact nature and extent of said damages will be proven at trial and exceeds the minimum jurisdictional requirements of this Court.

81. Accordingly, Plaintiffs are entitled to an award against Defendants for the recovery of Defendants’ profits, Plaintiffs’ actual damages and punitive damages, pursuant to 17 U.S.C. § 504.

**FOURTH CLAIM FOR RELIEF FOR INFRINGEMENT OF COPYRIGHT
(PUBLIC PERFORMANCE OF COPYRIGHTED WORK)**

83. “Copyright protection subsists . . . in original works of authorship fixed in any tangible medium of expression.” 17 U.S.C. § 102(a).

84. “*The Screenplay*”, Sizzle Reel, and original artwork, are original works of authorship by the Plaintiffs fixed in a tangible medium of expression on July 19th, 2000.

85. “[T]he owner of copyright under this title has the exclusive rights to do and to authorize . . . in the case of literary, musical, dramatic, and choreographic works, pantomimes, and motion pictures and other audiovisual works, t[he] perform[ance of] the copyrighted work publicly.” 17 U.S.C. § 106(4).

86. Plaintiffs' exclusive rights to “*The Screenplay*”, Sizzle Reel, and original artwork extend to the themes, settings, dialogue, characters, plot, pace, sequence of events, and mood expressed in “*The Screenplay*”, Sizzle Reel, and original artwork.

87. Plaintiffs, have the right and standing to enforce their exclusive rights to “*The Screenplay*”, Sizzle Reel, and original artwork and its copyrightable elements.

88. Plaintiffs have duly complied with all the provisions of the copyright laws of the United States related to their original works of authorship. The Plaintiffs registered their original works of authorship with the U.S. Copyright Office on October 3rd, 2017.

89. Defendants had access to “*The Screenplay*”, Sizzle Reel, and original artwork.

90. Defendants have willfully, for commercial exploitation, and without permission of the Plaintiffs’, publicly performed works containing the themes, settings, dialogue, characters, plot, pace, sequence of events, and mood expressed in “*The Screenplay*”, Sizzle Reel, and original artwork by producing and distributing the various works that comprise the Pirates of the Caribbean

franchise.

91. Specifically, Defendants publicly performed the Plaintiffs' original works of authorship, with the following works: "The Pirates of the Caribbean: The Curse of the Black Pearl" (2003); "*Pirates of the Caribbean: Dead Man's Chest*" (2006); "Pirates of the Caribbean: *At World's End*" (2007); "Pirates of the Caribbean: On Stranger Tides" (2011); and "Pirates of the Caribbean: Dead Men Tell No Tales" (2017).

92. "Anyone who violates any of the exclusive rights of the copyright owner . . . is an infringer of the copyright or right of the author, as the case may be." 17 U.S.C. § 501(a).

93. Defendants' infringement was and continues to be intentional, deliberate, willful, malicious, and in blatant disregard of Plaintiffs' exclusive rights. Defendants are currently publicly performing Plaintiffs' original works of authorship. Defendants never obtained a license from Plaintiffs to publicly perform Plaintiffs' original works of authorship. Defendants are violating Plaintiffs' exclusive rights publicly perform Plaintiffs' original works of authorship and are willfully infringing on Plaintiffs' copyright. Pursuant to 17 U.S.C. § 501(b), Plaintiffs are instituting an action for willful infringement by Defendants.

94. Defendants' infringing conduct has caused Plaintiffs to suffer damages and harm, including but not limited to, lost derivative market exploitation opportunity, lost revenues and profits, loss of creative attribution, loss of integrity, lost market share and other damages. The exact nature and extent of said damages will be proven at trial and exceeds the minimum jurisdictional requirements of this Court.

95. Accordingly, Plaintiffs are entitled to an award against Defendants for the recovery of Defendants' profits, Plaintiffs' actual damages and punitive damages, pursuant to 17 U.S.C. § 504.

**FIFTH CLAIM FOR RELIEF FOR INFRINGEMENT OF COPYRIGHT
(PUBLIC DISPLAY OF COPYRIGHTED WORK)**

97. “Copyright protection subsists . . . in original works of authorship fixed in any tangible medium of expression.” 17 U.S.C. § 102(a).

98. “**The Screenplay**”, Sizzle Reel, and original artwork, are original works of authorship by the Plaintiffs fixed in a tangible medium of expression on July 19th, 2000.

99. “[T]he owner of copyright under this title has the exclusive rights to do and to authorize . . . in the case of literary, musical, dramatic, and choreographic works, pantomimes, and pictorial, graphic, or sculptural works, including the individual images of a motion picture or other audiovisual work, to display the copyrighted work publicly.” 17 U.S.C. § 106(5).

100. Plaintiffs' exclusive rights to “**The Screenplay**”, Sizzle Reel, and original artwork extend to the themes, settings, dialogue, characters, plot, pace, sequence of events, and mood expressed in “**The Screenplay**”, Sizzle Reel, and original artwork.

101. Plaintiffs, have the right and standing to enforce their exclusive rights to “**The Screenplay**”, Sizzle Reel, and original artwork and its copyrightable elements.

102. Plaintiffs have duly complied with all the provisions of the copyright laws of the United States related to their original works of authorship. The Plaintiffs registered their original works of authorship with the U.S. Copyright Office on October 3rd, 2017.

103. Defendants had access to “**The Screenplay**”, Sizzle Reel, and original artwork.

104. Defendants have willfully, for commercial exploitation, and without permission of the Plaintiffs’, publicly displayed works containing the themes, settings, dialogue, characters, plot, pace, sequence of events, and mood expressed in “*The Screenplay*”, Sizzle Reel, and original

artwork by producing and distributing the various works that comprise the Pirates of the Caribbean franchise.

105. Specifically, Defendants publicly displayed the Plaintiffs' original works of authorship, with the following works: "The Pirates of the Caribbean: The Curse of the Black Pearl" (2003); "*Pirates of the Caribbean: Dead Man's Chest*" (2006); "Pirates of the Caribbean: *At World's End*" (2007); "Pirates of the Caribbean: On Stranger Tides" (2011); and "Pirates of the Caribbean: Dead Men Tell No Tales" (2017).

106. "Anyone who violates any of the exclusive rights of the copyright owner . . . is an infringer of the copyright or right of the author, as the case may be." 17 U.S.C. § 501(a).

107. Defendants' infringement was and continues to be intentional, deliberate, willful, malicious, and in blatant disregard of Plaintiff's exclusive rights. Defendants are currently publicly displaying Plaintiffs' original works of authorship. Defendants never obtained a license from Plaintiffs to publicly display Plaintiffs' original works of authorship. Defendants are violating Plaintiffs' exclusive rights to publicly perform Plaintiffs' original works of authorship and are willfully infringing on the Plaintiffs' copyright. Pursuant to 17 U.S.C. § 501(b), Plaintiffs are instituting an action for willful infringement by Defendants.

108. Defendants' infringing conduct has caused Plaintiffs to suffer damages and harm, including but not limited to, lost derivative market exploitation opportunity, lost revenues and profits, loss of creative attribution, loss of integrity, lost market share and other damages. The exact nature and extent of said damages will be proven at trial and exceeds the minimum jurisdictional requirements of this Court.

109. Accordingly, Plaintiffs are entitled to an award against Defendants for the recovery of Defendants' profits, Plaintiffs' actual damages and punitive damages, pursuant to 17 U.S.C. §

504.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, respectfully prays for judgment against each and all of the Defendants upon each and all of the claims for relief asserted herein above, including and without limitation:

- (1) on the FIRST FIVE Claims for relief, the copyright owners' actual damages and any additional profits of the infringer as provided by 17 U.S.C. § 504(b).
- (2) on the FIRST FIVE Claims for relief, temporary and final injunctive relief “on such terms as it may deem reasonable to prevent or restrain infringement of a copyright” as provided by 17 U.S.C. § 502(a) to restrain any further acts of infringement.
- (3) prejudgment or moratory interest in accordance with law; and
- (4) such other and further relief as the Court deems just and proper under the circumstances.

PLAINTIFFS REQUESTS A TRIAL BY JURY ON ALL ISSUES SO TRIABLE.

Dated this 14th day of November, 2017.

MACEAU LAW:

/S/ Elizabeth M. Thomas

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Plaintiffs' Address:
C/O Maceau Law
1465 North Union Blvd., Suite #100
Colorado Springs, CO 80909

EXHIBIT B

EXHIBIT 2

08-09-00

Brigham Taylor
Disney Pictures
500 S. Buena Vista St
Team Disney 208 A.
Burbank, Ca 91521

Re: PIRATES OF THE CARIBBEAN by A. Lee Alfred II & Ezequiel Martinez Jr.

Dear Brigham,

Per our conversation, here is a brand new spec screenplay from our writers of 'Red Hood'.

It's a swashbuckling fun adventure, "Goonies" meets "Pirates of the Caribbean". Since the concept works, all it needs is a polish from a pro and then can be put together very quickly.

I feel that our script is more in line with the image and expectations families associate with the Disney ride. It is also further along than your development project, so yours can be the sequel!

Best wishes,

Tova Laiter

P.S. Please let me know as soon as possible as I have a draft that does not have the Disney song or the Ride references that I plan to take to other studios.

PIRATES OF THE CARIBBEAN

Sail With The Wildest Crew That Ever Sacked The Spanish Main

ezequiel martinez, jr
a. lee Alfred II

Alfred, Martinez, Tova

Screenplay
ER 0002903

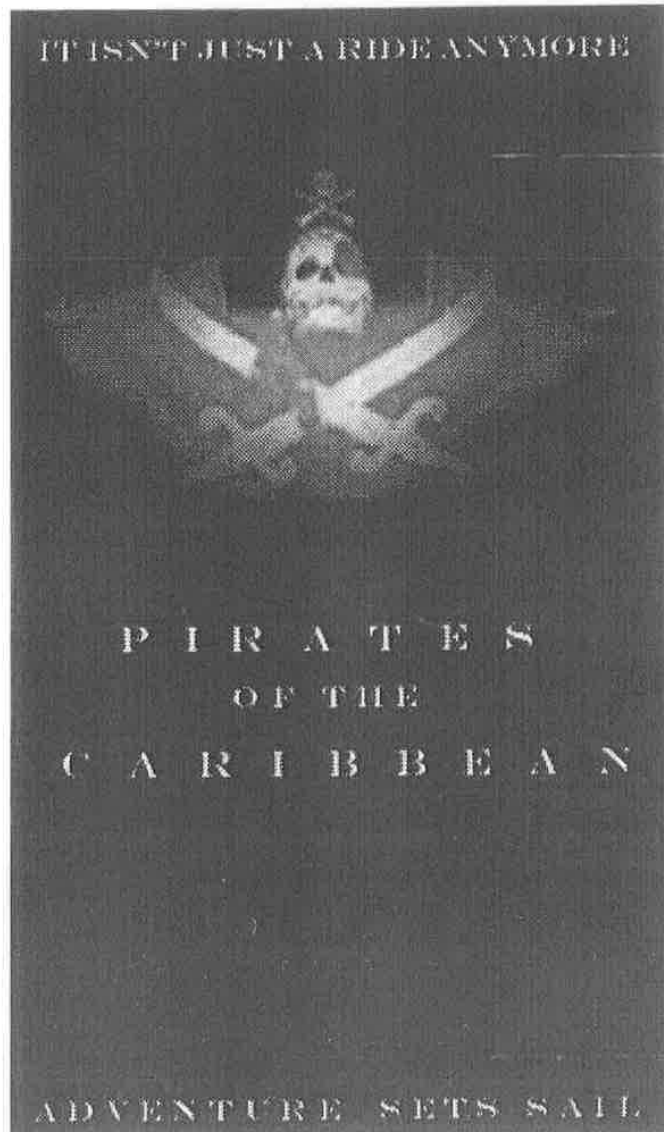
EXHIBIT B

EXHIBIT - 1

Alfred, Martinez, Tova

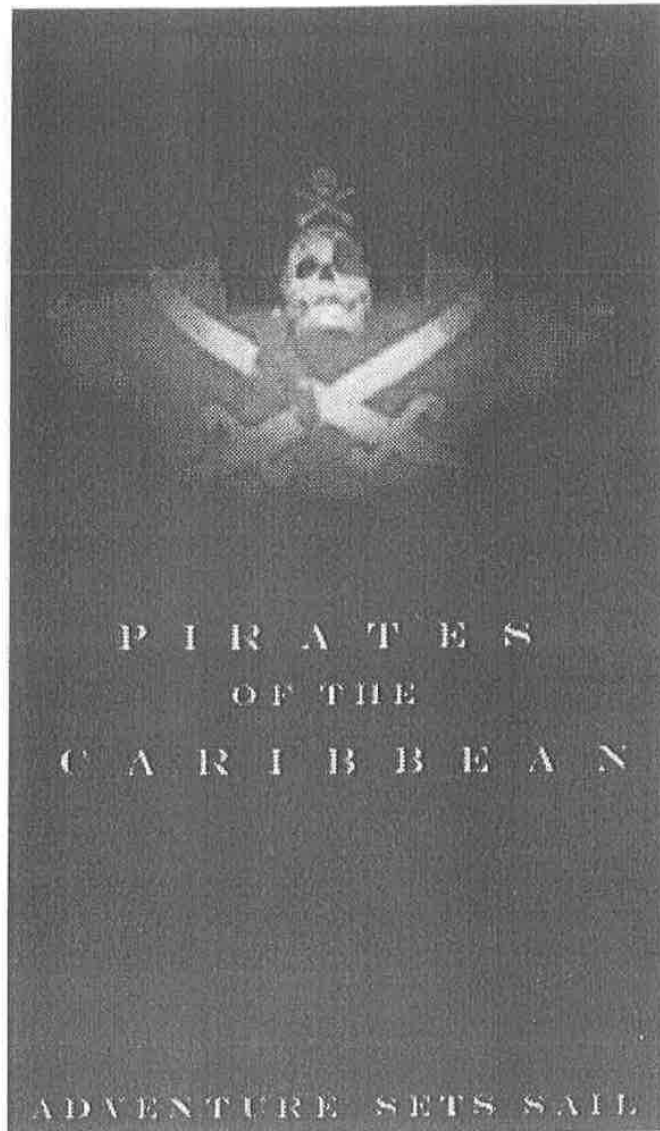
Screenplay - 090002

EXHIBIT B



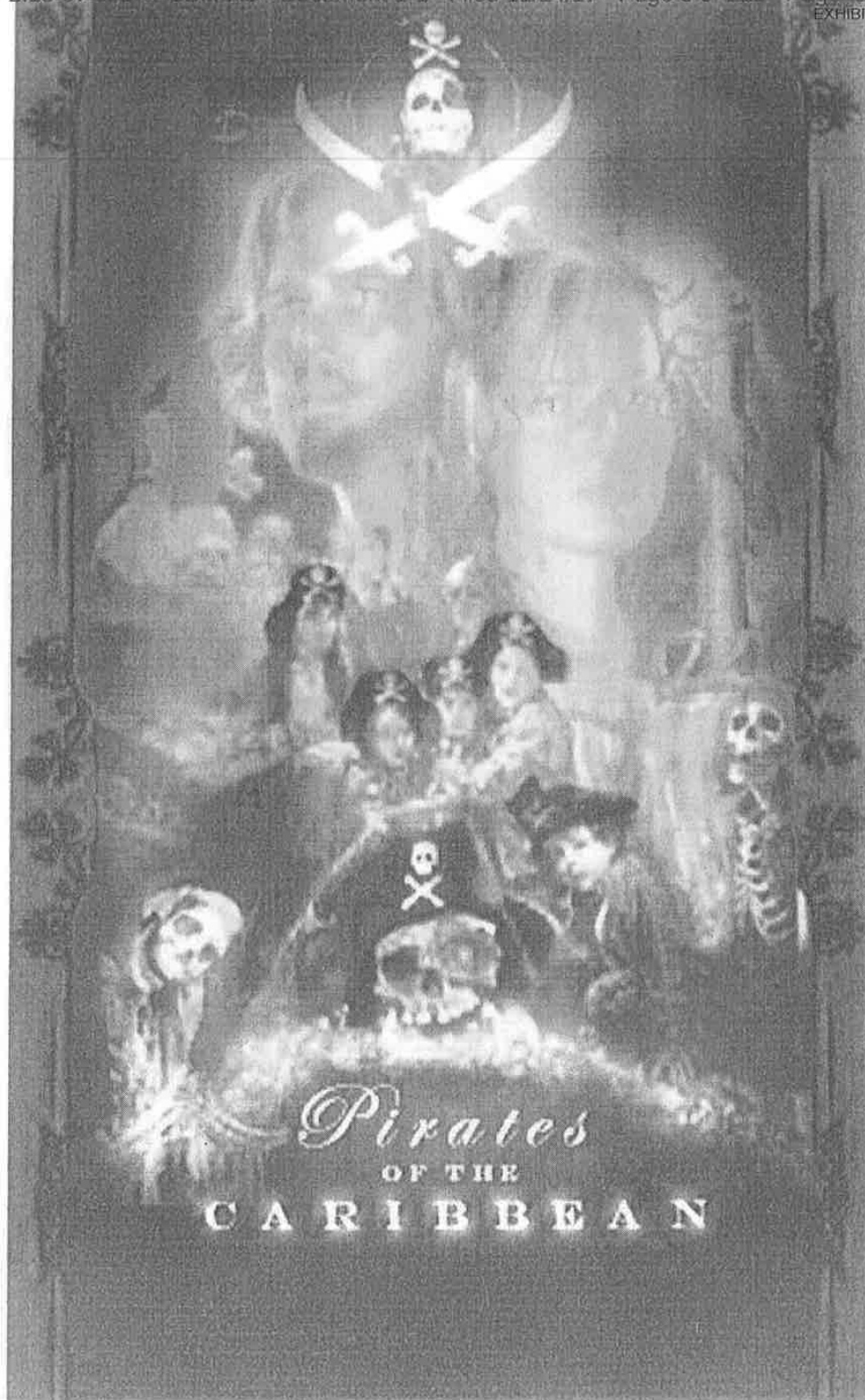
Alfred, Martinez, Tova

Screenplay
EP 000293



Alfred, Martinez, Tova

Screenplay by ER-000210



Alfred, Martinez, Tova

Screenplay by ER-0002907

PIRATES OF THE CARIBBEAN

ezequiel martinez, jr
a.k.a. Alfred II

august 7 2000

Alfred, Martinez, Tova

Screenplay
ER 000210

*So ye seek the treasure of
Davey Jones?*

Alfred, Martinez, Tova

Screenplay 000290

OVER BLACK WE HEAR

Thunderous collisions of OCEAN WAVES bashing against
creaking planks of wood.

CAPTAIN JACK NEFARIOUS (O.S.)
Run up yer white flag, or ye go down with
the tide!

EXT. THE OCEAN--NIGHT

CANNON fire explodes! Smoke swallows the ocean air after
every piercing blast.

A PRIVATEER SHIP AND A PIRATE SHIP, side by side, engage in
a merciless battle at point-blank range.

The intensity of the battle is matched by a vehement OCEAN
STORM. LIGHTNING illuminates the sky in a violent display
of discharge.

Cannons blasting iron cannonballs at fierce velocities kick
back from the force of their devastating salvo.

THE PRIVATEER FLAG flaps viciously, as the ship rears up
against the Pirate ship.

PRIVATEERS, England's elite force of PIRATE HUNTERS, swing
from ropes, sacking the pirate ship.

Pirates jump onto ropes, ready to eviscerate the Privateers
in return. Rifles lock and load! But they are outmatched,
as hails of bullets crossfire and soon the pirates are
flung off their ropes blown apart in mid-air.

SMOKE CLEARS. The cannon's thunderous blasts cease.

An uneasy beat.

PRIVATEER FIRST MATE rushes over to

PRIVATEER CAPTAIN JACK NEFARIOUS

A distinguished naval officer and pirate hunter with a
savage instinct and sinister nature. You'd hesitate to call
him the good guy.

FIRST MATE

Captain, we have taken control of the ship.
The pirate Davey Jones is at our mercy.

Captain Jack's left eye twitches, then he smiles,
satisfied.

ON THE PIRATE SHIP

DAVEY JONES

Surrounded by Privateer soldiers and held at gunpoint. A
dashing young rogue, whose talents in piracy go
unsurpassed, he smiles cockily at the sight of the
approaching Captain Jack.

DAVEY

(amused)

Captain-Jack-Nefarious.

CAPTAIN JACK

Aye, Davey Jones. We meet again.

Davey smirks, then SPITS at Captain Jack's boots.

DAVEY

You'll never take me alive, Jack.

CAPTAIN JACK

That, matey, was never my intention.

Jack buries his fist into Davey's gut who buckles in pain.

Jack motions to his first mate.

FIRST MATE

(official)

For violation of all laws enforced by her
Majesty, you are hereby sentenced to death
by hanging, on all accounts of Piracy. Mercy
may be granted due to your past services as
a Privateer for England's Majesty...

CAPTAIN JACK
(interrupting)

Mercy? Privateers turned Pirates deserve no mercy.

Captain Jack draws out his pistol, slowly and deliberately aims between Davey's eyes-

CAPTAIN JACK
Dead men tell no tales.

Davey's eyes shut tight...Captain Jack's finger squeezes the trigger...halfway there...but

JACK'S PISTOL SUDDENLY SHIFTS AIM!

The first mate is blasted off the ship! The stunned Privateers scramble to draw their guns, but are quickly blown apart by pirates.

At the sight of their Captain's betrayal, the rest of the men on the Privateer ship prepare to attack, frantically loading their rifles and cannons.

DAVEY
What about them?

Jack turns toward his ship, his pistol aiming toward a group of BARRELS marked GUNPOWDER. He fires!

THE PRIVATEER SHIP IGNITES IN A SUDDEN EXPLOSION and is launched out of the water, annihilated in a heap of fire and ruins.

CAPTAIN JACK
(grinning)
They go down with the tide.

DAVEY
(shaking his head)
Once a pirate, always a pirate! Welcome back to the Caribbean, Captain!
(beat)
Did you have to hit me that hard?

Captain Jack's face turns cold. He extends his arm out, palm outward.

No movement from Davey.

CAPTAIN JACK
Where be yer half of the map?

DAVEY
It's safe.

CAPTAIN JACK
We had a deal, Jones.

DAVEY
We do have a deal, Captain. But pirates of the Caribbean can't be trusted. The map is on this ship, only I know where it is. Call it my life insurance.

CAPTAIN JACK
Cross me, Jones, and the pay be with yer life. England still has a high price on yer head.

DAVEY
You're forgetting that you have just betrayed England. Besides, your Majesty's payroll is KID stuff compared to what we're going to get. This treasure is worth many heads.

(beat)
Now, Captain, let's get back to old times.
(to the crew)
Raise the Jolly Roger! Hoist up the sails!

But Captain Jack cuts Davey off.

CAPTAIN JACK
Your rank as a Privateer on me ship was that of a first mate. Like old times, you be ONLY a first mate. Step down, as yer Captain will now assume command of this vessel.

Conflict. They lock eyes.

CAPTAIN JACK
(sinisterly)

Perhaps you think otherwise?

DAVEY

Were it not for the other half of the map
being in your hands, I would. For now, the
ship is yours to command.

CAPTAIN JACK NEFARIOUS nods and immediately moves to take
control of the ship.

CAPTAIN JACK

Move, you bloomin' thugs!

A BLACK PIRATE FLAG is raised against attacking ocean
winds.

The enormous VESSEL, etched with years of battering ocean
waves, teeter-totters violently, struggling to stay afloat.

Lightning FLICKERS the sky.

INT. PIRATE CABIN

Davey rushes through the cabin. The silhouette of a lone
figure waits by the window. Davey quickly hands the figure
something.

DAVEY

Keep this well hidden. Our lives depend on
it. This deal is getting worse by the
second.

EXT. ON THE DECK

The storm aggressively pounds the ocean, sending an
onslaught of crashing waves onto deck of the ship! Pirates
struggle to hold on to something, anything!

CAPTAIN JACK

wraps himself around the HELM, desperately trying to regain
control on the crew who seem frozen in fright.

CAPTAIN JACK

Make into yer positions! I'll feed you to
the bloody pelicans myself!

PIRATE #1

The ship's planks cannot bear the plunderin'
of waves! She be a heap of skeleton ruins!
Captain! Abandon ship!

Jack's eyes lock.

CAPTAIN JACK

You want to abandon ship?? Abandon ship
it'll be!

Jack pulls out his pistol and shoots the pirate, launching
him off the side of the ship.

CAPTAIN JACK

(wrathful)

A shark's belly be yar new home.

In an instant, the waters settle, as if the sharks became
satisfied. The storm calms to a breeze.

A beat, then

Captain Jack releases the helm, drapes his long black hair
back and smoothly snaps his hat on. He then pulls out a
pistol and looks up with the upmost satisfied grin

CAPTAIN JACK

That, me'earties, is sailing!

BLAM! He fires his pistol into the sky.

A hair splitting uproar is heard as the shipmates holler in
victory!

CAPTAIN JACK

Jones!

Davey rushes out from the below the deck.

Captain Jack pulls out a ROLL OF PAPER. IT IS HALF OF AN
OLD MAP.

CAPTAIN JACK

This LOST CITY. Buried under water she be,
aye?

DAVEY

Lost within the Caribbean Coves, somewhere
beneath the ocean.

CLOSE UP OF MAP

We see a dotted line across the Caribbean, passing small
islands and scattered pieces of land, until reaching a
PICTURE OF A SHIP BEING ATTACKED BY A SEA MONSTER, followed
by AN X.

CAPTAIN JACK

I've sailed the seven seas, matey, seen
things no man has lived to tell.

(re: sea monster)

But that, young bloke, never have my eyes
laid upon.

DAVEY

It's folklore, an old seaman's tale. Our
treasure, Captain, lies ahead.

Apprehensive, Jack's left eye winces.

CAPTAIN JACK

That be my half. Now yers.

DAVEY

I will reveal it when we need its guidance.

CAPTAIN JACK

(upset)

My patience runs short with you.

Captain Jack raises his arm, and motions to the crew.

Swords unsheathe as the crew holds Davey at blade point.

JONES

(fast)

Think of the TREASURE. I bet the whole lost city is made of gold, aye?

(beat)

A new ship. A port named after you. I can see it now- The port of Nefarious! Where the women are cheap, and so is the rum!

CAPTAIN JACK

(to the crew)

Kill him.

DAVEY

Jack. Don't be a fool! You need me! You'll never find the treasure without my half of the map!

CAPTAIN JACK

The map is on this ship. It will be found. Farewell, Davey Jones.

The crew closes in, swords thrusting forward.

JANE (O.S.)

I have the map!

JANE

Young. Beautiful. Long red hair. Buccaneer clothes. Davey's love.

JANE

(to Davey)

Sail with the wildest crew that ever sacked the Spanish Main, huh?

DAVEY

Thought I told you to stay hidden below.

JANE

This isn't the first time I've had to step in to save your neck.

(to Jack)

Let him go or I'll rip the map to shreds.

Surprised at her beauty and appreciative of her cunningness,
Captain Jack seductively smiles.

CAPTAIN JACK

This wench is my kind of scum. Beautiful and
fearless.

(beat)

Kill her, too.

JANE

Wait!

Jane unfolds the map, thrusting it high above her head.

TIGHT ON

the MAP as it is illuminated by flashes of lightning-
ELABORATE INSTRUCTIONS and a dotted line that enters into a
picture of a COVE, THEN DISAPPEARS.

Jack smiles and moves toward the map when the ship suddenly
shifts, jerking to the side with brute force!

CAPTAIN JACK

Check the barge! See there be no corals
hittin' 'er!

Again! The ship is jolted, this time almost tilting it
over!

PIRATE #2

Captain! Something's in the water! The looks
be that of a whale!

The deck explodes, bursting open!

The entire crew fights the tremors of the ship, struggling
to balance themselves.

For a quick second, we see a HUGE TENTACLE submerging back
under the deck.

Jack rapidly unfolds his map. His eyes dart to the picture
OF THE SEA MONSTER!

CAPTAIN JACK
That be no WHALE!

The ship is under ferocious attack, breaking, crunching, SNAPPING! Planks of wood flick off the ship, shooting off into all directions.

Davey seizes the opportunity.

DAVEY
Jane! Toss me the map!

Jane flings the map over to Davey who catches it but another hard strike tilts the ship violently and Jane is flung off her feet and into Captain Jack who quickly traps her in his arms.

A menacing smirk from Jack. The tables have been turned.

CAPTAIN JACK
(to Davey)
The map for the girl!

A moment of hesitation as Davey's eyes bounce from the map to Jane - seems he doesn't want to give up either of them!

THE SHIP'S DECK spits up geysers of water as it continually FRACTURES apart!

JANE
Davey! Do something!

CAPTAIN JACK
You see, Jane, love never comes before a pirates treasure!

This hits home with Davey who tosses the map to Captain Jack. Alas, to Jane, it seems he is doing so only reluctantly.

DAVEY
Now let her go!

CAPTAIN JACK
As you wish!

Captain Jack pulls Jane off her feet and drops her off the side of the ship!

DAVEY

JANE!

CAPTAIN JACK

(smiling)

You said to let her go...

Davey rushes over to the side of the ship.

One last glance at Jack and Davey flings himself off the ship, DIVING INTO THE WATERS.

The BLACK PIRATE FLAG goes down as the support beam collapses!

Off balance, Captain Jack crashes into the deck, losing Davey's half of the map!

He stretches his arm out reaching for the map...No use, too far! He fingers the edge of the paper...almost got it!

SOMETHING R O A R S! Enormous TENTACLES lash out and coil around Captain Jack! In a sudden sweep, he is whipped away!

Another loud CRASH and the ENTIRE VESSEL is pulled under, swallowed by the ocean waters...never seeing the entire sea monster...

FLOATING IN THE OCEAN

DAVEY, a beat of hopelessness as he searches the tumbling waves.

He remains afloat, holding on to a wooden plank.

Captain Jack's black pirate hat wanders aimlessly through the misty waters as it floats by Davey Jones passing him by. Coming to a halt, it rests against a PIECE OF WOOD from the destroyed ship. Following the hat is DAVEY'S MAP.

Davey sighs in relief, but quickly his mood changes again. Stricken by loss, he glares at the wrecked ship.

DAVEY
(morosely)

Jane.

ON THE WOOD

Engraved in gold plated letters: DEAD MEN TELL NO TALES.

CUT TO:

EXT. SHIPPING PORT, SOMEWHERE IN THE CARIBBEAN--DAY

Pirates, fishermen and buccaneers of all sorts, unload crates of cargo onto and out of various boats, ships and vessels.

SUPER: THE CARIBBEAN 1612--10 YEARS LATER

IN THE STREETS

A swarm of seagulls explode into the air as a rag-tag group of kids scatter about the cobblestone streets.

HIDDEN BEHIND THE CORNER OF A BUILDING

JIMMY 'THE YOUNG'

(15), peaks out and grins. Draped in raggedy old pirate's clothing and an oversized BLACK PIRATE HAT, he smirks.

JIMMY'S P.O.V

A group of pirates surround a podium. A sign above reads:
"TAKE A WENCH FER YER BRIDE"

JIMMY

It's time to separate the men from the boys.
Are you MEN ready?

Another head pops out from the corner, followed by another and another.

CATFISH

(13), BUCKWHEAT comes to mind at first sight. His big 'Colgate' smile glows as he tugs at his '4 sizes too big' pants.

CLUMSY

(12) salutes Jimmy, accidentally knocking off his hat.

CLUMSY

A-a-aye aye aye Ca Capn'!

He has a stuttering problem.

STINK

(11), round and plump, with a funny pudgy face, wipes his mouth clean, as he gulps down the last piece of whatever he was eating, then smiles, coyly.

SNOOZE

(10), barely awake, yawns and digs into his nose. He scratches his oversized, gold looping earring.

LITTLES

(7), Spanish, the youngest of the group, dons a large pirate hat adorned with skull and crossbones.

MEET THE RASCAL SCOUNDRELS.

The kids scuttle into the crowd.

LINED UP ON A STAGE is a group of WENCHES, all of them large and porky, except for a

WOMAN IN RED

ravishing, sultry with long red hair, irresistible to any man, except she is the only one who seems disinterested in the going ons. Yet, the more she shows disdain, the more she attracts attention. There is something about her..

IT IS AN AUCTION OF WENCHES. AN AUCTIONEER PIRATE WITH A
PEG LEG HOLLARS-

PEG LEG PIRATE

(re: plump wench)

Weigh anchor now ye swabbies! What be
offered for this winsome wench!

PIRATE #1

Do ya sell her by the pound!

PEG LEG PIRATE

(to plump wench)

Shift yer cargo dearie, show'em your
larboard side.

The pudgy wench twists, her eyes fluttering.

PIRATE #2

Aye, the redhead!

GROUP OF PIRATES

We wants the REDHEAD!

PEG LEG PIRATE

Does I hears a NINE for the wench in RED!

A drunk pirate waves his dollars high above his head.

DRUNK PIRATE

A nine for the perfect TEN!

Fists full of gold pieces thrust high above the crowd.

THE GROUP OF KIDS

all stare at the succulent woman in red, jaws dropped, eyes
gleaming with enthusiasm.

PEG LEG PIRATE

(re: kids)

How bout' the young lads thar? Tired of
being boys, aye? Pirates with BIG rifles be
what wenches like, not boys with pea-
shooters!

The crowd breaks out in an uproar of laughter! The kids scramble away except for-

JIMMY

They call me Jimmy 'the young'. The DREADED Jimmy 'the young'.

PEG LEG PIRATE

Jimmy 'the young' aye? I've heard of you. Spreading terror among schoolgirls, have ya!

Once again, a burst of roaring laughter among the crowd.

THE GROUP OF FIVE KIDS

Secretly and quietly sneak around the back of the podium.

Distracted by Jimmy, the Peg Leg Pirate remains unaware of the kids sneaking up behind him.

STINK

attempts to unbuckle the Peg Leg's belt. On the belt, a pouch with all the gold earned from his business.

CATFISH nervously watches Stink perform.

CATFISH

(whispering)

Screw dis up, and you're a dead man, Stinkert.

This makes Stink even more nervous.

BACK ON JIMMY

JIMMY

Right now, my men have you surrounded! We are the crew of the DREADED pirate, DAVEY JONES!

This cracks up the crowd even more! THE WOMAN IN RED seems surprised and glances at Jimmy. Unnoticed, she sneaks off the stage.

PEG LEG PIRATE

My wooden leg is splinterin' from fright!

PEG LEG

begins to sniff the air. His face wrinkles in disgust.
Strange. He searches around for the origin of the odor.

ON STINK

His face flushed red like a plump, juicy tomato.

STINK

(whispering)

I didn't mean to! It's hard to hold in
intense situations!

CATFISH

Next time you feel da urge to bust a
personal fragrance, do a brutha a
favor...DON'T.

Humiliated, but lacking the confidence to stand up to
Catfish, Stink just nods.

ON THE PEG LEG PIRATE

PEG LEG PIRATE

Smells like day old cheese. Or rotten
chicken eggs.

The Peg Leg follows his sniffing nose finally realizing the
smell is coming from behind him..

LITTLES

Pull the belt, Stink!

Stink whips the belt off! Victory!

CLUMSY catches the pouch full of gold!

CLUMSY

G-g-got it it!

PEG LEG'S PANTS DROP! Standing akimbo, he rushes to cover
himself!

JIMMY

Remember the name! DAVEY JONES and the
RASCAL SCOUNDRELS!

LITTLES TAKES THE BELT and whips the Peg Leg's buck-naked
behind

LITTLES

(whip!) Rascal! (whip!) Scoundrels!

The crowd of pirates cheer and laugh!

Tucked away in a corner, Snooze sleeps, unaware of the
events at hand.

CATFISH

Snooze! Get your lazy ass up!

At that instant, CLUMSY'S FOOT is caught between two stones
in the street. He trips and crashes face first into the
floor!

The Peg Leg's pouch opens, showering all the gold coins
onto the street!

The kids frantically scatter to retrieve the coins!

THE PEG LEG PIRATE

limping at racing speed, is close to catching up to the
kids one hand holding his falling pants, the other wildly
waving a sword.

JIMMY

Forget it! Let's go!

The kids race to pick up as many coins as possible, then
flee.

The Peg Leg's wooden peg suddenly snaps off! He hits the
ground.

PEG LEG

Blasted little seagull droppins'!

THE RASCAL SCOUNDRELS HAVE STRUCK AGAIN, escaping into the streets.

JIMMY

Count'em up, Catfish!

CATFISH

Thirteen plus the eight we've saved equals THIRTY EIGHT.

JIMMY

That should be enough, c'mon!

CUT TO:

INT. A CLOTHING STORE--SOON AFTER

CARLOS 'EL CAPITAN'

A Spaniard, dressed in tight, feminine purple leopard print pants, black boots with high heels and a face caked with white powder, notices the kids walk in.

He checks his complexion in the mirror, tests the bounce of his hair, twists, then smiles and prances over.

EL CAPITAN

(fruity)

Bola! Hello, hello! Welcome to MILLARES OUTPOST. My name is Carlos Millares. I prefer you call me El Capitan, okeh? In English, dat means zee Captain, because here, I am in charge, okeh? Now. What can El Capitan do for you today?

Catfish swallows his laughter.

JIMMY

I'm Jimmy 'the young', and these are the Rascal Scoundrels. We need pirate clothes.

EL CAPITAN

Oooh...are you guys pirates? I thought they had a height limit on piracy? No?

The kids are insulted.

EL CAPITAN
(back-peddles)

So let me show you what's hot right now.
I got black, which is sooo last season, red,
blue, very hot in Spain right now,
leopaaaaard,
(smiles)
pink in velvet. Orange. Uh! So ugly, nobody
will buy it. Away with the orange.
(snapping his fingers)
No. Sorry. Ba-bye!

A red shirt is pulled from the rack.

EL CAPITAN
What do you think? Red is in!

STINK
(feeling the material)
Who made it?

EL CAPITAN
GUESS?

The kids shrug their shoulders. El Capitan shrugs back.

JIMMY
How about something in black?

EL CAPITAN
Ooooh. Real men wear black, huh?
(wishing)
Real men. Que rico.
(beat)
Okeh. So black it is.

CUT TO:

AT A MIRROR--SOON AFTER

El Capitan twists and turns observing himself in the
mirror. He puckers his lips, and points to his reflection.

EL CAPITAN
I'm too sexy for myself.

Clad in black pirate suits, shiny new boots and perfect fitted hats, the gang confidently struts out.

EL CAPITAN

Look at yoos! Aye mi amores! What a difference, huh? How do you like it? Be honest, nobody leaves my store unsatisfied.

Satisfied, the gang glances up and down at each other.

JIMMY

We'll take 'em.

EL CAPITAN

Okeh. You are in luck today. Usually it would be 30 gold coins, but for you, 24. I'm giving you a preferred customer discount, okeh?

CATFISH

Here you go. Thirty eight.

CUT TO:

OUTSIDE THE STORE

We see the Rascals being pushed out of the store, back in their old, torn up, dingy clothes. El Capitan follows.

EL CAPITAN

Thirteen plus eight is 21. If I give it to you that cheap, then everyone else is going to say, "but, Capitan, Capitan, you gave them a BIG discount, why not me?"

(snapping his fingers)

No! Sorry. Ba-bye.

Disappointed, the gang turns to leave when-

EL CAPITAN

Wait! Un momento por favor. Before you go, this is for you, my gordito.

El Capitan hands Stink a folded piece of material, might be a shirt.

STINK
(surprised)

For me?!

Stink unfolds the material, revealing it to be NEW UNDERWEAR.

EL CAPITAN
(snapping his fingers)
Okeh? Ba-bye.

CUT TO:

IN THE STREET

crushed, the entire gang slouches as they lean against a fractured wall.

CATFISH
R. E. S. P. E. K. T. Dat's what I'm talkin about. We got sugar coated Mr. Francisco in there tellin us we ain't got 'nough gold to buy clothes! What's that? A lack of respect.

JIMMY
He's right. Pirates don't ask. They take. We're not beggars, we're choosers.

STINK
Yeah! There's no honesty in tellin the truth.

CLUMSY
Ye-yea-ye-yea-yea..

CATFISH
(disbelief)
Dumb and dumber.

SIX DRUNK MIDGETS are stumbling out of a tavern, all decked in black PIRATE CLOTHING.

Catfish leans over and whispers something into Jimmy's ear. A grin slowly spreads across their faces.

CATFISH

Stink? What'd you do with your old draws?

CUT TO:

AN ALLEYWAY

As the drunk Midgets stumble and sway by the dark alley, STINK'S STAINED AND CRUSTY OLD UNDERWEAR is flung at the them!

The midgets begin to scream in extreme horror, as they toss the underwear back and forth.

At that instant, the midgets are attacked and yanked back into the dark alley.

In the darkness, sounds of GRUNTING, PUNCHING and KICKING suddenly come to a halt.

A beat, then

OUT WALK THE RASCAL SCOUNDRELS in their new clothes.

Catfish notices that Stink's pants are tight and short.

CATFISH

Damn Stinko, what you be wearin'? The pirate summer set?

The kids laugh. They're checking each other out and feeling good!

JIMMY

We're the Pirates of what?

RASCAL SCOUNDRELS

Pirates of the Caribbean!

They scurry off into the streets, laughing and screaming in victory!

CUT TO:

EXT. DAVEY JONES'S DOCKED SHIP--NIGHT

The ship creaks against the sway of the ocean waters.

INT. DAVEY JONES'S DOCKED SHIP--SAME

The Rascal Scoundrels sit in a conference, except for Snooze who is sleeping in the corner. They take swigs from a BOTTLE OF RUM.

CATFISH

Twenty-one pounds and new pirates clothes.
Not even da great Davey Jones had all dis
when he was our age! At this rate, we'll be
havin our own ship in no time.

JIMMY

It's time we show our Captain we're worthy
of being pirates.

CUT TO:

INT. DAVEY'S CABIN

Asleep and drunk, Davey rolls over and BELCHES. Dirty.

The kids look ill from the odor of his breath.

Snooze walks in, makes himself comfy in the corner, and drifts asleep.

JIMMY

Hey Captain, wake up.

CATFISH

The great Davey Jones, huh?
(disappointed)
That's some legend you've got there.

Jimmy nudges at Davey. No response. A harder jolt, followed by another, rocks him fiercely but still nothing.

...Suddenly

DAVEY

(sleep talking)

No! Jane...the map...

Davey babbles a little more, turns and reveals

A SMALL TREASURE CHEST TUCKED UNDER HIS ARM

Snooze suddenly wakes up.

SNOOZE

I smell a treasure.

CATFISH

All I be smellin is Stink.

JIMMY

This is serious. A pirates treasure is no laughing matter.

(beat)

Now let's see what's in that chest..

Their eyes gleam with excitement and anticipation.

LITTLES

We can't steal from the Capn'!

JIMMY

We're not stealing, just borrowing. Besides, he won't find out. Look at him.

(beat)

Stink, grab the chest.

STINK

'Stink, pull the belt'. 'Stink, grab the chest'. It's always 'Stink, do this, do that'!

Catfish gives him a look. Stink relents. He attempts to take the chest when Davey suddenly moves again and traps him in his arms.

DAVEY

(in his sleep; puckering his lips)

Oh, Jane, kiss me...

Stink wiggles and squirms in disgust.

JIMMY

Get the chest!

Stink rolls and snatches the chest!

STINK

Help me!

The gang takes hold of Stink's legs and tug at him while Davey tugs back. A battle!

DAVEY

(angry)

Let her go, Jack!

CLUMSY

Let him-im-go-g-go!

One final tug and success! They pull him off Davey.

At that instant, Davey pops up, half awake!

CATFISH

Give'em da bottle!

Snooze reaches for a bottle of RUM, and hands it to Davey. A drunken grin. A swig from the rum. And he passes out again.

CUT TO:

INT. WOMAN IN RED'S ROOM--SAME

The woman in red writes on a paper, folds it and then seals it. It's some kind of message.

AT HER WINDOW

A PEG LEGGED PARROT taps on the sill with his wooden stump. The woman in red ties the message to the birds peg and he flies off.

Quickly she looks through a telescope and watches the parrot fly off into

THE DISTANCE

toward a mysterious dark ship sailing along the horizon.
Creepy.

CUT TO:

INT. DAVEY JONES'S SHIP, KIDS CABIN--SAME

Jimmy attempts to pop the treasure chest's lid open.
No luck.

CLUMSY

Le-le-let-m-me try.

Clumsy grabs the chest and juggles it in his hands. It
falls and hits the ground, crashing wide open!

Curious, the kids try to get a closer look.

Jimmy sets it upright and opens it. Inside, only a couple
of coins and old sheets of paper. Disappointing.

Catfish picks up the gold coins and starts counting.

CATFISH

Nine, ten, eleventeen, twelveteen..

(beat)

What kind of a treasure is this! Twelveteen
coins! Dis guy is a couple of swabbies short
of a crew.

Stink starts to rummage through the chest.

CATFISH

Does anyone care to explain to me what makes
dis guy so legendary?

SNOOZE

No use in trying to figure it out now. Let's
SLEEP on it.

Stink finds a roll of old paper hidden among the papers and
carefully spreads it open. We recognize it as DAVEY'S HALF
OF THE MAP with the dotted line entering a cove.

STINK
(digging in the chest)
Wow! He's got some cool stuff in here. A
sock, broken sea shells, CHICKEN BONES!
Bunches of paper and an old treasure map.

RASCAL SCOUNDRELS
Map??

Jimmy snatches the map from Stink.

JIMMY
(in awe)
The treasure of Davey Jones. Do you guys know what this means! Davey WAS a great pirate! It's all true! The Caribbean Coves, the sunken city, how Davey fought bravely against...

A beat

RASCAL SCOUNDRELS
(spooked)
The-Phantom-Jack...

STINK

THE PHANTOM JACK? Legend says that a big sea monster ate him and then spit him out...

(spooky)

Now his ghost sails the seas in his GHOST ship. Searching and sailing. Sailing and searching...

LITTLES
(afraid)
Searching for what?

STINK
Uhhhh...I think that ~~man~~ he's searching and
he's a...uhhh...uh ghost who is sailing...
(bingo!)
He's in sail of his search!

Jimmy snatches the treasure chest from Stink.

JIMMY

The only thing that matters is that legend says that he has the other half of Davey's map!

The door slams open. DAVEY JONES takes a swig of rum, then wipes his lips.

Jimmy quickly hides the chest.

DAVEY

There is no Phantom Jack. It's an old seaman's tale.

LITTLES

Then who has the other half of your map?

DAVEY

What map?

STINK

The one you keep in your treasure chest?

Davey shoots daggers at the group.

DAVEY

Give me THE MAP, now!

Catfish shoots Stink the EVIL EYE. But before Jimmy releases the map, he digs into the chest and swaps the map for a similar ROLL OF PAPER, weathered and old.

Unaware of the switch, Davey snatches the paper from Jimmy's grasp.

DAVEY

No more maps. No more treasures. And no more PHANTOM JACK. You're just a bunch of orphans who are lucky to have jobs on my ship. Don't forget that.

Littles starts to sob.

LITTLES

I don't want to be an orphan anymore...

DAVEY

(feeling sorry)

Quit yer cryin. Look, are you kids, or are you pirates?

KIDS ALL TOGETHER

Pirates!

DAVEY

(firm)

Well, PIRATES don't cry!

Like a guilty parent, Davey tries to sneak out as the kids follow him ON DECK. Davey sees a case of RUM with missing bottles.

DAVEY

And they don't drink their Captain's RUM! I have a cargo of rum to deliver, and if you keep DRINKING IT, I won't have any left to sell!

CATFISH

How you ever have 'nough of dat rum to sell, if YOU keep drinkin' allvit?

DAVEY

Are you calling me a DRUNK?

CATFISH

Are you?

Davey picks up a fresh bottle of rum from the case and takes a swig.

DAVEY

No!

CATFISH

There ya go. First sign uf being a drunk-DENIAL.

Davey stares him down.

DAVEY

(acting tough)

We sail early in the morning. Got two more shipments, one to Puerto Bello, another to Nombre De Dios. Lock up and go to sleep.

Disappointed in their hero, the kids watch him leave with the bottle in hand.

As Davey's figure disappears out of view, Jimmy takes out the REAL MAP and waves it victoriously.

Quickly, the frowns are replaced with mischievous grins.

CUT TO:

EXT. DOCKING PORT--SOON AFTER

The sky begins to rumble as dark clouds mysteriously shape-shift. For a split second, there is an image of a SKULL AND CROSSBONES, then it distorts, vanishing into the darkness.

A SHREDDED TOWERING SAIL looms high above as it cuts through the ocean fog. The sound of CREAKING WOOD from the vessel is spooky.

The HUGE GHOST-LIKE VESSEL creeps over the ocean waters, docking at the bay.

The sound of CLANKING METAL as the anchor is dropped is followed by a crashing SPLASH.

ON DAVEY'S SHIP

The kids are asleep except for

SNOOZE, who prowls the deck noticing the creepy ship docking in.

SNOOZE

Please be a nightmare.

STREAKS OF LIGHTNING SPLATTER THE SKY, FOLLOWED BY THUNDER!

At that instant, A SKELETON WEARING RAGGED PIRATE'S CLOTHING is seen steering the ship!

SNOOZE

(spooked)

The GHOST WHO SAILS!

INT. INSIDE THE BARGE--SAME

Doors open as Snooze rushes in.

SNOOZE

It's the PHANTOM JACK!

Baffled, the Scoundrel's heads pop out of their sleeping cots.

SNOOZE

He's here!

JIMMY

The Phantom of the seas?

CLUMSY

Jack the undead?

Clumsy leans too far over the edge of the bed and plunges into the floor.

SNOOZE

Yes! JACK THE PHANTOM NEFARIOUS!

CATFISH

You're sleepwalkin'! Do yo'self a favor.
Wake up and go to sleep!

JIMMY

You heard Davey. It's an old seaman's tale.

SNOOZE

It's no tale, and I wasn't dreaming.

JIMMY

Fine. We'll take a look. But if you woke us up for another one of your stupid nightmares...you're sleeping with Stink for a week.

Stink smiles, then realizes it was an insult.

P.O.V. FROM THE DECK--NIGHT

From the Ghost Ship, a docking bridge is lowered toward the pier.

Wide-eyed, the gang leans back against the cabin wall frozen with fright.

SNOOZE

See, I told you.

JIMMY

Shhhhhhh.

Through the mist, the figure of a man with the PEG-LEGGED PARROT resting on his shoulder, saunters down the bridge. Eerie.

Leaning out to get a closer look, Clumsy accidentally
knocks over a lantern.

ON THE BRIDGE OF THE GHOST SHIP

THE FIGURE IN THE MIST pauses and looks up toward Davey's ship. He sees nothing, continues down the bridge, but his eyes betray his suspicion.

He continues his descent until he vanishes into the darkness.

Out of nowhere, dozens upon dozens of others follow him. As they march out, a creepy chant is heard..

MARCHING PIRATES

Yo ho, yo ho, a phantom's life indeed
We bury, abduct, we sin and slay, avast ye
scurvys yo ho! We're banshees of fright and
phantoms of night, avast ye scurvys yo ho...

The sound of the marching fades along with the chanting as they leave the boat and continue on land.

ON DAVEY'S SHIP

DUCKING BEHIND A CRATE, the Rascal's hold their breath. Only Jimmy glances over, his eyes brimming with excitement.

JIMMY

If that's The Phantom Jack's ship, then that means the other half of the map is in THERE!

CUT TO:

INT. TAVERN--SOON AFTER

Pirates drink, sing, chase wenches and pass out.

The WOMAN IN RED from the auction is flirting with a pirate sitting at a table. She smiles seductively, slips her hand into his coat and steals his pouch of gold coins.

The pirate leans in to kiss her but she backs away, waving her finger at him-NAUGHTY BOY!

AT THE BAR

Depressed and alone, Davey finishes off a bottle.

Alongside him, TWO PIRATES sway unsteadily in a drunken stooper, cheerfully singing the popular pirate song.

BOTH PIRATES

Yo ho, yo ho, a pirates life for
(hiccup!)
me! We extort and pilfer we filch and sack,
DRINK UP ME'EARTIES YO HO! Maraud and
embezzle and even hijack, drink up
(hiccup!)
me'earties YO HO! HA-EA!

Gloomy, Davey stares at his bottle.

DAVEY

(under his breath)

A pirates...life for me...

The two Pirates sing and laugh joyously, drunkenly enjoying the moment. The morose Davey spoils their fun...

PIRATE #1

(to Davey)

And who might the sights of you be, aye?
Not the likes of a pirate be you, fer sure!

This hurts a little, but Davey recovers with a drunken smirk.

PIRATE #2

Perhaps he be a ghost...

PIRATE #1

(mocking)

Maybe he thinks he be PHANTOM JACK!

DAVEY reacts.

DAVEY

(cautious)

What do you know about Jack?

PIRATE #1

Bloody Privateers be after him.

PIRATE #2

Hunting down every buccaneer in the Caribbean - Phantom Jack's head be the highest reward. They say Jack's ghost not be resting 'till he finds that blasted Davey Jones and his treasure.

Davey takes a big swig of his rum as his eyes search the tavern suspiciously.

The woman in red suddenly appears beside Davey, her next victim. She seductively moves in for the steal, but he gently pushes her back.

WOMAN

That's a new one. I've never been turned away by a drunken bum.

Offended, Davey takes another swig.

DAVEY

Bum? I was once a distinguished pirate hunter for her Royal Majesty of England! The best there ever was.

(hiccup!)

Even a dashing, swashbuckling pirate...a talented thief...ahhh!

WOMAN

(mock sincerity)

Touching story...

(flirtatiously)

but the 'problems' talk comes later and the night is young. You don't have a woman waiting for you, do you?

She tries to get in close once more, but is shoved off again.

DAVEY

Naw...the only thing waiting for me are five orphan kids, and a stinky sixth...

WOMAN

Your life is about to take a turn for the better...at least for tonight...

The woman searches his eyes...he suddenly looks familiar to her! He recognizes her as well...

DAVEY/JANE

I thought you were dead!

Davey is suddenly surprised with a ferocious slap...

JANE

You had that coming, Davey Jones! The map or the girl? There's a hard decision! And here you are, drunk in the Caribbean!

DAVEY

Drunk? Why are you dressed like a harlot?

She is about to slap him again when she is startled by the crash of a bottle! The pirate that Jane stole from, stands up in rage flipping his table over!

PISSED PIRATE

Me gold be stolen! I'll maim the villainous rat!

He grabs the pirate next to him and strikes him with a drunken punch. The crowd goes wild in cheers at the brawl!

JANE

We need to get out of here. Let's go up to my room.

DAVEY

I don't know, Jane. How much is it going to cost?

WHAM! Davey is smacked again!

CUT TO:

EXT. THE PHANTOM SHIP--NIGHT

Billowing sails sway with the wind as the rascals stand at the threshold of the enormous ship. Nervously, they inch forward up the bridge.

LITTLES

I don't think this is a good idea. What if the Phantom Jack comes back and we're still in there?

JIMMY

Hey. He won't catch us. Besides, if Davey won't go after the map and face Phantom, we'll have to do it for him. And when we bring Davey Jones back to his old self, we won't HAVE to fear the Phantom, and together, we'll sack the Spanish Main!

INT. THE PHANTOM SHIP--NIGHT

Crooked, splintery doorways shrouded in darkness. Dimmed, swinging lanterns. Creaking wood. The GOTHIC interior would be perfect for Dracula.

CATFISH

Which way should we go?

LITTLES

(spooked)

We should go back.

STINK

This ship is haunted by hundreds of ghosts waiting for their victims, behind every door.

JIMMY

Don't touch anything.
(to Clumsy)
Especially you.

CLUMSY

O-o-o-o-o-o-o-o-ok.

CATFISH notices a door with an old rusty doorknob. He looks around. Nobody is watching him. Curious, he turns it.

THE DOOR FLINGS OPEN!

Out of the darkness, a PIRATE SKELETON lunges out!

RASCAL SCOUNDRELS

Ahhhhhhhhhh!

STINK

Maaaaa!

They rush to flee! They glance back, but the Skeleton is still there, this time ARMS RAISED REACHING FOR THEM!

JIMMY

RUN!!

They keep running, but they're not going anywhere.

Jimmy looks down, noticing they're running in place on some kind of TREADMILL-like floor.

With the pace of the treadmill picking up, Clumsy stumbles!

The treadmill drags him back, sweeping the rest of the gang down with him.

The treadmill draws them back, passing under the looming skeleton. THE FLOOR ENDS and they drop down, disappearing into a

INT. DARK PIT

OVER BLACK WE HEAR

CATFISH

Clumsy! Didn't we tell you not to touch anything!

CLUMSY

Bu-bu-but I didn't! Y-yo-you d-di-

CATFISH

Stop stutterin', foo! We don't understand what you be sayin!

LITTLES

(afraid)

Hey Clumsy...is that you I'm holding?

CLUMSY

Ye-ye-yeah. Sn-Sn-Snooze is th-that you I'm ho-holding?

SNOOZE

I hope so. Yeah.

STINK

Catfish...why do you feel so bony?

Jimmy strikes up a match, and when the room is lit WE SEE THAT STINKY IS HUGGING AN OLD SKELETON!

The gang yells in panic stricken horror! Ahhhhhh!

The match blows out! Darkness!

At that instant, they hear the sound of TINKLING WATER hitting the wooden floor.

A beat, then the TINKLING ends.

RASCAL SCOUNDRELS

Stink!!!

STINK

What! It's not me! My pants are dry, feel!

A lantern is lit. Jimmy waves it above himself.

JIMMY

Then WHO was it?

The leaking tinkle starts again-it's coming from above them.

Together, the gang slowly look up, cringe and

RASCAL SCOUNDRELS

Ahhhhhh!

Hanging above them, is the CARCASS OF A SHARK. Mouth gaping open, leaking water.

LITTLES

Jaws...

Jimmy investigates the room. No doors. No windows.

STINK

How are we going to get out? We're trapped. I knew this would happen. Remember what happened to the curious cat when the early bird got its wing?

Catfish shoots him a look.

Intrigued by the size of the shark, Littles pulls over a bucket and stands on it. No use, he's still not tall enough to reach it.

He stacks a small crate and another bucket. He tries to balance, searching for leverage.

For a short second the wobbling stops. Littles takes that moment to stick his head into the shark's colossal mouth.

LITTLES

Wowe!

His 'pile-up' collapses! Littles hangs on to the sharks jaw-line!

With the weight from Little's body, the shark descends.

GEARS GRIND. A clicking sound cranks, then stops. Something unlocks.

THE WALL SUDDENLY SHIFTS AND RUMBLES OPENS.

JIMMY

You did it!

LITTLES

I did?

(beat)

Of course I did..

Apprehensive, the gang creeps into the

NEW ROOM

Torn up curtains lash out flowing with the wind.

Above, a huge, cobweb-tangled chandelier slowly sways back and forth.

On the wall, a frightening painted portrait of the man himself, THE PHANTOM JACK NEFARIOUS.

Like a holographic image, the picture morphs from A SKELETAL DEAD GHOST version of Jack back to the human form.

The kids realize they've just entered

PHANTOM JACK'S ROOM

STINK

(nervous)

Wow. Ok...this is nice..

(fast)

Alright, let's go.

CATFISH

Where you goin' Stinkert? The bakery closed hours ago.

Jimmy shoots Catfish a look that says 'lay off' and then rummages through the cabinets, searching for the other half of the map.

JIMMY

Search everywhere! It's got to be here.
Check under the bed, in his closet, under
the rugs.

Phantom Jack's bed is enormous, covered with thick black
velvet sheets.

Above the bed is a wooden sign that reads, in crooked
lettering: THAR BE NO PLACE LIKE HOME.

Without anyone noticing, Snooze decides to lie on the bed.
It's comfortable. After a sigh, he smiles, closes his eyes
and

THE BED ROTATES SIDEWAYS, FLIP-FLOPPING THE TOP FOR THE
BOTTOM. SNOOZE DISAPPEARS AND A 'SLEEPING' SKELETON
APPEARS.

The incident goes unnoticed by the rest of the gang as the
ravaging of the Phantom's room continues. Until-

LITTLES

Hey. Has anyone seen Snooze?

CATFISH

Check da bed.

Stink peels over the blanket, revealing the SKELETON.

Frozen in fright, Stink tries to talk, but only manages to
stutter.

JIMMY

What is it, Stink?

STINK

Snooze is dead!

The gang rushes bedside to investigate.

An uncomfortable beat. Stink begins to rub the skeleton's
head.

STINK

All he ever wanted to do was sleep. Now you
could sleep forever, Snooze...

All of their heads drop, covered by their crossed arms. A
moment of sadness.

From the under side of the bed, we hear

SNOOZE

(muffled)

Hey, I'm not dead!

Snooze's voice came directly from the area under the
skeleton's head. He is trapped under the bed.

STINK

Listen to him, he still thinks he's alive.

SNOOZE

Let me out!

Baffled, Jimmy eyes the skeleton.

SNOOZE

Hey, can you still hear me!

STINK

Poor Snooze. He's just bones and ribs now.
Look at his little arm. I'm going to miss
that arm, it's the one he always laid his
head on.

Stink picks up the skeleton's arm.

The arm clicks! Gears churn.

AT THAT INSTANT, THE BED RE-FLIPS. SNOOZE IS BACK ON TOP.

LITTLES

Snooze! You're alive!

JIMMY

How did you do that?

SNOOZE

I don't know? I just laid down like this,
and..

During Snooze's demonstration, the bed flips over again!

JIMMY

There has to be a switch somewhere. Some
kind of secret release lever, or something.

The gang begins searching the bed for a release switch.

Jimmy pauses, staring at the painting of the Phantom Jack.
Under the thick, oak frame, there is a gold plated
engraving: WHEN ASLEEP, AWAKE THE DEAD.

JIMMY

When asleep, awake the dead? When asleep,
wake the dead! I've got it!

At bedside, Jimmy observes the 'sleeping skeleton'.

JIMMY

I'm going to wake up the dead.

Jimmy begins to shake the skeleton. Nothing. Another harder
jolt. Nada.

STINK

He won't wake up. He's dead.

CATFISH

(mock sincerity)

Really?

STINK

Yeah, look.

Again, Stink raises the skeleton's arm and

CLICK! Gears churn. The bed re-flips.

Snooze leaps off.

CATFISH

I suggest you keep your ass awake till we
git outta here.

Jimmy's eyes wander the room.

JIMMY

Let's find us that other half of the map.
Everything seems to get worse by the minute.

CLUMSY

Wh-we-where would a mean o-old pirate keep
something like t-th-hat?

Jimmy's mind races. Eyes locked on the bed.

JIMMY

Of course!

Jimmy jumps on the bed and gently lifts the pillow,
revealing a compartment in the mattress. Inside, A SCROLL.

Jimmy's eyes gleam as he eagerly reaches in and pulls out
the scroll.

At that instant, CHURNING GEARS are heard once more! Jimmy
swiftly rolls off the bed seconds before it flips over.

JIMMY

The bed is a trap. Anyone trying to get the
map becomes The Phantom's prisoner.

(to the gang as he unrolls the scroll)
Guys, adventure in the high seas is about to
set sail.

CUT TO:

EXT. STREETS--SOON AFTER

The streets are swallowed by a thick vapor, hovering about
in a ghost-like fog.

Street lamps begin to flicker.

A PIRATE ON WATCH

Leans out of his post, holding his lantern above him,
trying to see.

The sound of approaching MARCHING FOOTSTEPS become louder
and LOUDER...the haunting chant seems to thunder!

MARCHING PIRATES

We hack and raze, behead and set blaze,
avast ye scurvys yo ho! We murder with
greed, do treacherous deeds, Avast ye
scurvy's yo ho! In search of the MAP you'll
fall in our trap, Avast ye scurvy's yo ho!
The Phantom is near, his evil strikes fear,
avast-ye-scurvys-yo HOOOOO!!!

LOOKOUT PIRATE

(spooked)

The ghost who sails.

SMASH CUT TO:

HORSE'S HOOVES RACE

across the cobblestone streets as the LOOKOUT PIRATE rides
the horse at racing speed, lantern in hand.

LOOKOUT PIRATE

(ala Paul Revere)

The phantom is coming! The phantom is
coming!

Windows slam shut. Doors lock. People flee the streets as
the lookout pirate races through the town.

SMASH CUT TO:

INT. TAVERN--CONTINUOUS

The tavern doors fling open!

Breathless, the lookout pirate rushes in.

LOOKOUT PIRATE

The Phantom is coming!

Pirates in the tavern freeze. The cheerful scene turns fearful.

A breeze sweeps through the tavern blowing all the candles out.

The Lookout Pirate's knees begin to shiver uncontrollably. Suddenly, his shivering STOPS. EYES LOCK. FROZEN, he COLLAPSES. A series of daggers are gashed into his back.

TWO GHOSTLY LOOKING PIRATES BURST THROUGH THE DOOR

PIRATE #1

Blades whirl as they wickedly spin and twirl, ready to dice! His LEFT EYE is covered with an eye patch.

PIRATE #2

Stylishly, guns flip out! Clicking as they lock, ready to fire! His RIGHT EYE is also concealed behind an eye patch also.

MEET STITCH AND DAGGER

Dressed in shredded, black gothic-pirate clothing, their faces are painted into TRIBAL SKULLS...INTIMIDATING.

The tavern is silent as BLACK BOOTS step through the doorway. With every step, the boots strike against the floor with a sharp metallic tap.

The scene is intense. Onlookers in the tavern turn away, avoiding eye contact.

A voice murmurs...

VOICE

It's the phantom Jack.

A PISTOL IS SUDDENLY DRAWN OUT!

BLAM!

The murmuring pirate is shot dead out of his seat.

Wild eyes scan the tavern. We pull out revealing the face
of

THE PHANTOM JACK NEFARIOUS

Pale. Eyes sunken in like a century old dead man. A dark,
twisting mustache with a curving goatee, makes him look
more like a devil. Clad in a black baroque pirate suit, he
is charismatic in an evil way.

Smoke from Jack's pistol clears.

BARTENDER

(whispers)

That was me best customer!

PHANTOM JACK

Avast ye scurvy scum.

Phantom Jack trains his pistol on the bartender.

PHANTOM JACK

Tell me ye looter, seen the likes of Jones,
have you?

The bartender sweats, his eyes search for an answer.

The Phantom cocks his pistol.

The bartender nervously grins.

BARTENDER

Earlier. A man was here, never seen him
before. A wench be who he left with. Thought
I heard her call him..Jones.

Phantom Jack retreats his weapon, then smiles.

PHANTOM JACK

Ye see thar me'eartie. One can make a smart
decision, if ye try.

(to his men)

Maraud the town! Ransack every inch for
Jones...and kill everyone in here. I have a
reputation to uphold.

Chaos is unleashed as his Skull-Faced army of pirates,
ravage the scene!

Grinning, Phantom Jack seems to relish the state of anarchy
he has created.

CUT TO:

INT. JANE'S ROOM--SAME

Jane, donning a new outfit, now looks like the
swashbuckling buccaneer she once was.

She tosses Davey a pouch.

DAVEY

What's this?

JANE

Your money. I didn't recognize you at first
...maybe if you shaved and washed up...

DAVEY looks at her...

DAVEY

Jane...I'm sorry.

JANE

For what?

DAVEY

I was young...naive...perhaps too ambitious...
I should've burned it.

JANE

Burned what...that map?

(beat)

You don't still have that thing, do you?

DAVEY

I wish I didn't. You know, I've been running
from Jack Nefarious for the past ten rotten
years because of it...

(beat)

The Phantom Jack. I wish he really were a
ghost.

A TAPPING thud interrupts them. Jane and Davey search the room. At the window

LEGGO THE PIRATE PARROT

Phantom Jack's evil, peg-legged bird, continues to hammer his wooden leg. In a frantic spurt, Leggo begins flapping his wings.

LEGGO

(squawking)

Davey Jones! Davey Jones!

JANE

Shut up! You stupid bird!

DAVEY

What is that? A one legged chicken?

LEGGO

Kiss-MY-chicken [squawk(ass)]!

JANE

Jones, get up, we're leaving.

AT THAT INSTANT, HER DOOR IS KICKED OPEN!

A skull-face pirate rushes in.

Jane reacts, smacking Davey with a lustful kiss. Surprised, his eyes glare wide open, nearly sucked out!

JANE

(to the pirate)

Can't you see I'm with a customer? Wait your turn!

WHAM! Unexpectedly, the pirate's face is smashed with a hard right cross from Jane and is knocked out cold.

JANE

It's a skull-face. Jack knows you're here.

(beat)

Wait! I've got an idea.

CUT TO:

INT. TAVERN--SOON AFTER

The tavern is being torn apart!

Jane maneuvers through the chaos, followed by an ugly WENCH (Davey in disguise).

UGLY WENCH/DAVEY
(pushing up his fake breasts)
This isn't going to work.

JANE
Yes it will. Just keep walking.

Steps away from leaving the tavern, a skull-faced pirate notices their peculiar exit.

SKULL-FACED PIRATE
Wenches, aye? The sea makes a man's eyes sore. But a wench be what make them better! Especially you..

Salivating, the skull-faced pirate lunges at Davey for a kiss. Davey struggles to avoid it, then slaps the pirate!

SKULL-FACED PIRATE
(turned on)
Ooooh. I LOVE a woman with strength.

Davey swiftly kicks the skull-faced pirate dead in the balls!

UGLY WENCH/DAVEY
Love hurts.

As the skull-faced pirate buckles in pain, he lets go of his sword and Davey catches it mid-air!

UGLY WENCH/DAVEY
(to Jane)
My ship is on the other side.

JANE
Ok. Follow me.

Jane leads him the opposite way.

DAVEY

We're going the wrong way. My SHIP is on the OTHER side. The other way!

JANE

Jack's men must have it surrounded by now. This is the ONLY way.

THEY TURN THE OPPOSITE CORNER

finding a legion of skull-faced pirates blocking the alley with guns trained on Davey.

Like the Red Sea, the group of Pirates part as Phantom Jack walks through.

Leggo dives, landing firmly on Phantom's right shoulder. He squawks, then limps back and forth.

PHANTOM JACK

Davey Jones. At last, we meet again.

Davey's eyes lock.

DAVEY

(disdain)

Jack Nefarious.

PHANTOM JACK

A reunion long overdue.

DAVEY

I HATE reunions.

PHANTOM JACK

Think of it as more of a...FAREWELL.

LEGGO

(raising his peg leg)

Farewell you son of a b...[squawk]!

PHANTOM JACK

JANE, bring me the map.

In disbelief, Davey looks back at Jane, who now has him at gunpoint. HE'S BEEN BETRAYED!

JANE

Every pirate in the Caribbean wants that map. I'm sorry, Jones. But even I can't resist the thought of having your treasure.

DAVEY

You set me up?

While searching Davey's pockets-

JANE

(low)

I had no choice. Besides, I've stuck my neck out for you enough times to see nothing in return.

DAVEY

(under his breath)

Everything I've ever wanted to do WAS for you!

JANE

(sarcastic)

And now, ten years later you show up only to say you still love me, right?

DAVEY

I should have died long ago loving the woman I once knew, than seeing the woman you have become.

JANE PULLS OUT A ROLL OF PAPER FROM HIS BACK POCKET, all business. But as she comes forward to face him, her tough exterior disintegrates as his sincerity touches her.

With her back turned to Phantom Jack, she unfolds the paper, it is BLANK. Her face remains expressionless as she folds it back up.

PHANTOM JACK

(impatient)

Enough with the prissy love story. Bring me the map!

As Jane takes the 'map' to Jack, Davey thinks fast.

DAVEY

You'll never make it out of the Caribbean, Jack. My men have you surrounded. The Rascal Scoundrels! The most villainous, corrupt, filthy, EVIL, dreaded pirates to have ever set sail!

SMASH CUT TO:

INT. PHANTOM GHOST SHIP--NIGHT

The entire gang runs frantically away from SKELETONS that SWING FROM THE CEILING, SWOOPING AFTER THEM!

RASCAL SCOUNDRELS

Ahhhhhhh!

CUT BACK TO:

EXT. THE STREET--NIGHT

DAVEY (Cont'd)

It's your choice, Jack. The map, or your life?

Jane hands Phantom Jack the 'map'. He smiles in victory as he casually raises his pistol toward Davey, ready to fire. A charming smile, then a sinister grin.

At that instant

BOOM!!

The building behind them is blown to shreds!!

In the b.g., a voice yells-

VOICE

It be the PRIVATEERS!!! Flee fer yer lives!

Just beyond the port, A FLEET OF THREE BRITISH SHIPS CLOSE IN.

Another explosion rumbles throughout the town blasting another building apart!

Flames and debris careen over the group, as they duck to avoid doom.

Phantom Jack opens up the BLANK ROLL OF PAPER, his expression changes to one of rage.

PHANTOM JACK
Jones! Ye blasted corral scum!

Davey looks at Jane, who winks at him, then pleads with her eyes.

JANE
(whispers)
Will you forgive me?

For a short moment, Davey becomes the dashing young rogue he once was.

Swiftly, he swings Jane into his arms, about to kiss...

PHANTOM
(enraged)
Where be the MAP, Jones!

Davey and Jane separate...

DAVEY
(to Jane)
I can't take you now. But I will come back for you.

Another explosion allows Davey the opportunity to flee as Jane is apprehended by Stitch and Dagger...

Dagger flips out his blades ready to kill Jane for her betrayal...

PHANTOM
Don't kill her yet...she may still prove of some use. After Jones!

SMASH CUT TO:

THE PHANTOM SHIP

The Rascal Scoundrels anxiously watch the fleet of PRIVATEERS attack the port.

CATFISH

Gang, dis is da Phantom's ship, and they'll blow us out of these waters if we don't get hell outta of here! I'm tired of being some sorry swab for da Capn'!

JIMMY

We wait for Davey! Either you wait with us, or you swim to shore. You decide!

CATFISH

Jimmy 'the Young', right? Young is how you're gonna die if we don't get this ship movin'!

Stink starts waving his hand excitedly.

STINK

Hey! Davey's being chased by the Phantom's army of the dead!

The gang rushes over to look.

IN THE STREETS

Davey runs at sprinting speed followed by dozens of skull-faced pirates!

The street buzzes with whizzing bullets as they ricochet around Davey who runs toward the ship!

Davey is close to his ship.

ON THE PHANTOM GHOST SHIP

The Rascals are waving and shouting Davey's name above the noise of battle. Anxious and spooked by the whizzing bullets, Clumsy backs up, accidentally knocking over a TORCH! The torch lights the FUSE of a nearby cannon..which ignites immediately..

BOOM! Davey's ship explodes in a heap of shreds!

The gang freezes, eyes wide open!

STINK

You just blew up Davey's ship!

CATFISH

Now it's just a pile of ship.

THE HARBOR

A group of pirates menacingly close in on Davey.

DAVEY

(complaining to the pirates)

That was my SHIP!

The pirates could care less.

DAVEY

There's only one solution I see fit for this problem. RUN!

Davey races toward the pier as Jimmy runs toward the front of the ship closer to Davey, shouting.

JIMMY

Captain! We're up here!

Davey raises his head and sees the Rascals on the deck of the Phantom ship.

The mob of pirates continues their hunt! Seconds before doom, he dives off the pier disappearing into the ocean waters!

Determined, the pirates fire their rifles!

Davey swims toward the Phantom Ghost ship as bullets whiz around him, sending spurts of splashing water all around.

PHANTOM GHOST SHIP

SNOOZE

Cap! Grab the anchor!

Except for Catfish, the entire gang yells-"Grab the anchor", "You could do it Capn'" as Davey desperately swims for his life.

ON THE ANCHOR

Davey grabs hold of the rusty old chain as it is being drawn up. He hangs onto the anchor as it raises him up toward the vessel.

ON THE STREETS

Looking through their telescopes, Stitch and Dagger notice-

STITCH

Captain! Yar ship be hijacked..

DAGGER

...hijacked by the looks of...kids!

ON THE PHANTOM GHOST SHIP

Elated, the gang jump and shout-

RASCAL SCOUNDRELS

Don't forget the name! The Rascal Scoundrels!

BACK ON JACK

PHANTOM JACK

Blasted little bilge rats!

(to Stitch, pointing at Jane)

Take that rat and put her away.

Stitch obliges and leaves with a struggling Jane.

Dagger whips out two swords and clashes in battle with oncoming Privateers...even though outnumbered, the Privateers are no match for Dagger, the master of blades.

A POSSE OF PRIVATEERS see an opening and surround the distracted Phantom Jack.

PRIVATEER #1

Withdraw your weapons!

Rifles lock and load, ready to fire.

Fearlessly, he assesses the Privateers from the corner of his eyes.

He turns away from the Privateers and strikes a match. Entwined into his hair, beard and clothes are FUSES. He lights them and smoke begins to engulf his face and body...spreading thicker...and THICKER.

Fitting his ghostly persona, he grins as he vanishes within the smoke.

WITHIN THE SMOKE

The sound of an unsheathing sword rings out! The privateers yell hellishly! Rifles blast!

Unscathed, Phantom Jack walks out of the smoke. The dying Privateers collapse behind him. His skull-faced pirates surround him again...

PHANTOM JACK

(to Dagger)

Gather our numbers, lad. Hijack thar main vessel and pipe the rest of those ruddy wreckages away! We're going after Jones!

A swarm of skull-faced pirates led by Dagger cock their rifles.

The skull-faced pirates fire a storm! Jack's legion of men holler bloody war as they race toward the harbor!

THE PORT IS NOW A BLAZING INFERNO.

Continuous Booms from the ship's cannons rumble the harbor.

PRIVATEER SHIP #1

Something is tossed on the deck. A privateer makes to inspect it...when the bomb explodes and the deck becomes shrouded with smoke.

A swarm of Skull-faced pirates raid PRIVATEER SHIP #1 from the back. Blind to the assault, the privateers are

ambushed...as if attacked by GHOSTS! Swords clash! Bullets shred. Smoke clears. Bodies collapse.

Suddenly, the ship shifts aim toward Privateer ship #2, and FIRES!

PRIVATEER SHIP #2 EXPLODES, hurling the bodies of the privateers into the air as flames burst into the sky!

PRIVATEER SHIP #3 retreats and sails away, avoiding doom.

The takeover is complete. Phantom Jack boards PRIVATEER SHIP #1. He grins and salutes his crew.

The legion of skull-faced pirates explode into a victorious cheer!

PHANTOM JACK

(re: ship #1)

Britain has its good side.

(beat)

Strike our colors, lads!

A BLACK PIRATE FLAG is hoisted up. On it, a ghost skull with two crisscrossing swords beneath it.

PRIVATEER SHIP #1, now under Phantom Jack's command, sails to sea. Behind them, THE HARBOR IGNITES, BURNING DOWN TO ASHES. THE OCEAN IS SCATTERED WITH FLAMING, SINKING VESSELS.

CUT TO:

EXT. PHANTOM GHOST SHIP, DECK

Catching his breath, Davey kneels on the deck, coughing up water.

JIMMY

Welcome aboard, Captain Jones. Your crew awaits your commands.

DAVEY

(angry)

My crew? Do you realize what you damn kids have done!

Clumsy's lip quivers.

CLUMSY

I-it wasn't m-m-my fault.

JIMMY

We've stolen the map from Phantom Jack and hijacked his ship, ready to find the TREASURE!

DAVEY

Treasure! I was just nearly cut down to fish bait, shot at by skull-faced PIRATES and almost blown apart by PRIVATEERS because of that DAMNED TREASURE! Now we're sailing in PHANTOM JACK'S ship, who soon enough will catch up to us and leave us resting at the bottom of the OCEAN!

The kids are taken aback by his attitude.

JIMMY

But Davey, we have both halves of the map now!

DAVEY

Good. Now we can toss both of them off this ship!

LITTLES

But we did this for you.

CATFISH

Don't look like 'Captain Rum' cares, do it?

JIMMY

Davey, aren't you tired of everyone thinking you're nothing but a drunken 'has been'? We have the chance right now...YOU have the chance, the chance to be the GREAT Davey Jones again.

DAVEY

The GREAT Davey Jones...

(angry)

Let me tell you what that DAMN MAP did for Davey Jones. I lost my ship, my life...

JANE...all for the evil of men's greed for treasure... and if you're not careful...

JIMMY

But look!

Jimmy aligns both halves of the map together.

JIMMY

It's within our grasps! We're so close I could feel it!

Odd. Both halves of the map don't line up.

DAVEY

Let me see that.

Davey snatches the map from Jimmy and inspects it.

DAVEY

CALAVERA island. Should've known.

JIMMY

Is that where the treasure is?

DAVEY

NO, that's where the Phantom's half of the map is. THIS map tells you how to get to HIS map.

JIMMY

Then that's where we have to go.

DAVEY

We're not going anywhere except off this ship. Besides, nobody's ever left Calavera alive.

(beat)

Clums, hoist up the sails!

CLUMSY

Bu-but-but Capn'!

DAVEY

Do it! Or I'll sell you to a slave trader!
That goes for all of you!

Reluctantly, Clumsy unties the sail. A swift gust of wind causes the sail to swing out fiercely!

JIMMY

What do we have to do to convince you otherwise!

DAVEY

You'd have to KNOCK me out and TIE me up.

WHAM! The swinging sail whacks Davey on the side of the head, knocking him out. Clumsy grins.

LITTLES

Now what? We need him.

JIMMY

We do it ourselves. Tie him up.

PHANTOM JACK (O.S.)

Bring to me that traitor wench!

CUT TO:

EXT. PRIVATEER SHIP #1, DECK

Stitch and Dagger bring Jane to Phantom Jack. She struggles but its no use. As they pass groups of pirates eyeing her-

PIRATE #1

Aye thar, the life of a pirate can be lonely at sea, hows 'bout a kiss to holds me over till I finds another nasty wench!

JANE

Come closer, I've got a kiss for ya..

As pirate #1 leans in, Jane kicks him in the balls!

The crowd cheers and laughs at her comeback. Angered, the pirate pulls out a dagger and lunges at Jane.

Suddenly, a WHIP snaps and wraps around the throat of Pirate #1! Phantom Jack tugs at the other end of the whip strangling the pirate!

PHANTOM JACK
(to his crew)
Give him the KEEL HAUL..

PIRATE #1
No! Captain! Not the Keel haul!

PHANTOM JACK
Let this be fair warning to all!

Phantom Jack's men escort Pirate #1 away.

JANE
(sarcastic)
Who would have thought...rescued by the
Phantom Jack!

PHANTOM JACK
I can't have you die before I bait the hook.

LEGGO
Kill the wench! That little b..
[squawk(bitch)]!

Swiftly, Jane whips out a dagger and lunges at Jack, but is yanked back by Stitch and Dagger.

Without a flinch, Phantom Jack locks eyes with Jane. No threat. No fear.

Jane feels a nudge in her stomach. She looks down noticing STITCH HAS A PISTOL BURIED UP AGAINST HER. Dagger's blade gently glides across her neck...

PHANTOM JACK
What's the matter, Jane? You look like
you've seen a ghost.

JANE

You're a curse to the sea

Phantom Jack smirks.

PHANTOM JACK

Make no mistakes, me young harlot...in your
grave you will be resting.

(to Stitch and Dagger)

Lock 'er up in the ship's sail barge!
To the treasure, me'earties!

With a gallant wave of his cape, Phantom Jack turns and
walks away.

AT THE KEEL OF THE SHIP

We see PIRATE #1 dragged from a rope tossed by the waves as
the ship sails on.

CUT TO:

EXT. CALAVERA ISLAND--DAY

The island is shaped like a hook, shadowed by dark clouds.
Buzzards circle.

An enormous mountainside is sculpted into a form resembling
a dismembered SKELETON, from the torso and up. As if
crawling out of the ocean, its arms act as pillars holding
up the entrance to a cavern.

Hunched over, the head leers downward with its half-sunken
face under the water. An eerie waterfall pours out of its
left eye.

The Phantom Ghost ship approaches.

EXT. PHANTOM GHOST SHIP, DECK--DAY

STINK

Does anyone else besides ME think this is a
bad idea?

Snooze, Clumsy and Littles raise their hands.

CATFISH

Man, ya'll chickens! We shoulda left you
back with that purple pant wearin' El
Capitan.

The ship enters the eye of the skull sailing past the arm-
like pillars, docking at land within the rib cage.

Jimmy comes out on deck holding shovels, lanterns and
ropes.

JIMMY

Gear up, guys. This is it.

CUT TO:

EXT. PHANTOM GHOST SHIP - DAY

TIED UP AGAINST A WOODEN BEAM, Davey is jolted awake by the
sounds of the commotion. He appears groggy and grumpy.

DAVEY

Hey, you lousy kids! Can't a man have some
peace and quiet here!

(in pain)

My head...I feel like...I drank a whole barrel
of...

(realizing he's tied)

What the...hey! Untie me, NOW!

Littles instinctively moves to help Davey, but then sees
the gang's faces and makes an about-face.

LITTLES

Let me say it in Spanish. NO!

Equipped and ready, the gang prepares to leave the ship.

DAVEY

(seeing where they're at)

Calavera! What do you think you're doing!
You don't really think you can just walk in
and out of there with the map, do you?

CATFISH

What's the matter Cap? Afraid the dirty orphan kids'll find what you couldn't?

This stings, but Davey has a mission.

DAVEY

Let me tell you a story. For years I sailed as a Privateer alongside Jack. We probably manhandled more pirates than the entire British fleet together. During raids we found gold, diamonds...but nothing like what lies at the end of that map. In good faith, we split the map and betrayed the privateer code.

CATFISH

So, Phantom Jack betrays yo ass and you become the most dreaded drunk of the Caribbean. We know the story.

DAVEY

Then know this. There is no such thing as LOYALTY or MERCY between pirates. For ten years the Phantom has stopped at nothing to get that treasure, and he'll CRUSH anything or anyone who gets in his way...including you.

JIMMY

But you also taught us to never lose to fear; only lose to fate.

(beat)

Captain, you're losing to fear...and our fate lies ahead.

The comment hits home with Davey.

CUT TO:

EXT. CALAVERA ISLAND—DUSK

Like the SEVEN DWARFS, the Rascal Scoundrels single file through the island jungle hiking and singing—

RASCAL SCOUNDRELS

We kidnap and ravage and don't give a hoot,
drink up me'earties yo-ho! We're RASCAL
SCOUNDRELS villains and knaves, drink up
me'earties, yo-ho!

The kids suddenly come to a halt. Ahead of them

A RAVINE

with only one way to cross...a narrow tree trunk. Colossal
trees loom high, covered with draping vines.

Clumsy nearly slips on some loose gravel. VICIOUS
CROCODILES snap at the falling rocks in the waters below.

LITTLES

(afraid)

Are you sure the map says this way?

CATFISH

Yeah, I don't know 'bout dose fat-ass-kid-
eatin' crocs!

JIMMY

Who's first?

Silence. Nobody even breathes.

JIMMY

We musn't lose to fear!

The kids remain motionless.

JIMMY

Fine. I'll go first.

Jimmy eases into his first step. He holds on to the vines
for support.

Catfish goes next. Then Littles followed by Clumsy, Snooze
and Stink.

The log begins to CRACK!

Jimmy pauses. Another SNAP!

JIMMY

We're too heavy!

Suddenly, the log BREAKS!

Swiftly, Jimmy grabs a vine! The rest of the kids cling on to each other, forming a human chain a second before the log breaks entirely!

They SWING down low! JAWS OPEN! Crocodiles SNAP at Stink, barely missing him as they fly by!

The swing lands them clear to the other side of the ravine. They made it across!

STINK

(bravely)

That wasn't so bad.

As Stink turns, we see that his bottoms were grazed by the crocodiles' bites, and his pants are shredded.

Something CRUNCHES.

The crunching gets louder and LOUDER as the ground beneath them begins to shift and shake...when SNAP!

Jimmy and the gang fall through a hole landing in

INT. THE PIT OF THE DEAD

They crash land into a pile of HUMAN BONES strewn with old pirate hats and clothes!

Frantically, the kids jump up cleaning themselves off the dust and cobwebs.

Catfish snatches the map from Jimmy.

CATFISH

I know I can't read, but even if I could I wouldn't know what this says! It's some kind of secret pirate code.

JIMMY

(frustrated)

Give me that!

Jimmy snatches the map from Catfish.

JIMMY

This isn't some secret pirate code, it's Spanish!

(reading)

Littles, you know Spanish, what's El Oyo de muertos?

CATFISH

El Oyo da who?

LITTLES

(translating)

The pit...of the dead.

The wall ahead of them is no wall, but a HUGE SKULL with two bones hanging vertically on each side of it. Its eyes burn with flaming torches. Morbid.

CATFISH

(spooked)

Now, dat's some scary shit.

JIMMY

Cara a Cara con los guesos cruzados de la calavera de muerte?

LITTLES

Face to face with the skull of death's crossbones...

JIMMY

Solamente cuando las lagrimas lluevan de la calavera, podras entrar la boca de la muerte.

LITTLES

Only then will the tears of the skull flow and you may enter the...jaws of death.

An uncomfortable beat...

JIMMY

Face to face with the skull of death's
crossbones, only then will the tears of the
skull flow and you may enter the jaws of
death..

Jimmy observes the skull with the two bones.

CATFISH

Shoo, man! I'm tired of deez riddles.

JIMMY

Crossbones...CROSSBONES! Cross the bones! Help
me out!

Jimmy and Catfish grab the left bone, the rest of the kids
grab onto the right bone.

JIMMY

Ready? Pull!

They pull with all their strength until both bones CROSS
each other.

A DEEP RUMBLE begins shaking the ground.

The skull's eyes hiss as the flames burn out. Water begins
to pour out of the sockets, as if crying.

Another loud CRASH and the skull's jaws rear wide open!
Stale air exhales out..

LITTLES

Enter the jaws of death..

CUT TO:

EXT. THE PHANTOM GHOST SHIP--SAME

Alone in the abandoned ship, Davey jolts awake from his
sleep. His forehead drips with sweat from the beating sun.

He stares onto the deck...vision blurs...

Davey's eyes begin to focus...a SHIP is approaching! He
recognizes the flag...it's the Phantom Jack!

A BOTTLE OF RUM is kicked over and broken! With his feet,
Davey scoots the broken glass over.

Reaching for the glass, he suddenly stops. In the glass, he
sees his reflection...not the same Jones he once was.

CUT TO:

INT. GHOSTBLADE HALL--SAME

Each side of the hall is lined with cobweb-covered STATUES
OF SKELETON PIRATES HOLDING SWORDS ABOVE THEIR HEADS.

JIMMY

(reading the map)

Espadas...del...espanto. El...que...pasa...muere...

LITTLES

Blades of the ghost. He who passes, will
surely die.

Glances are exchanged.

RASCAL SCOUNDRELS

(to Jimmy)

You go first.

Jimmy takes a deep breath, then steps through. Nothing
happens.

The kids follow closely behind. The statues are
intimidating.

The hallway ends, leading into

THE TREASURE MAP ROOM

Large sculptures of skulls are embedded into the walls.

In the center of the room, a skeleton pirate sits on a
throne. In one hand he holds the scroll, the other hand is
a HOOK.

JIMMY

The MAP!

Jimmy walks up to the skeleton pirate and pauses for a second.

JIMMY

(cockily)

We beat you, Phantom.

Catfish reaches out to grab the map.

JIMMY

Wait! It's too easy. There's a trap here... but where?

SNOOZE

No sense in trying to figure it out now. Let's SLEEP on it.

Jimmy carefully inspects the skeleton. He notices some STRINGS attached to WHEELS...some kind of mechanism-A BOOBY TRAP!

JIMMY

Just as I suspected..

STINK

What's with his obsession for skeletons..

CATFISH

What's yo obsession wit odor?

STINK

(angered)

I'm getting tired of you talking your sh..

CATFISH

Do something about it. I dare you! I double dog dare you!

JIMMY

Enough!! We're about to discover the greatest treasure in the history of all pirates and the only thing you two do is fight with each other like delicate farm girls!

JIMMY (Cont'd)

Look around, we need something the size of that scroll.

CATFISH

(pissed)

I'm not delicate.

The kids scatter to search the room. Catfish walks up to a skeleton leaning against the wall.

CATFISH

I need yer leg.

Catfish snaps the skeleton's leg off.

CATFISH

How's this?

JIMMY

We won't know until we try.

Jimmy takes the bone and slowly slides the scroll out of the skeleton's hand while replacing it with the bone.

JIMMY

Got it!

Success! The kids jump around and high-five each other.

Having nobody to high five, Clumsy turns and slaps the skeleton a high-five knocking the bone out of his hand!

The kids can't believe it!

At that instant, the hand descends. GEARS GRIND. The hand with the hook drops! A string is cut...

A torch next to the throne suddenly turns, lighting a fuse...

IGNITION! The kid's eyes follow the fire as it runs along a series of fuses.

CARINADES SUDDENLY POP OUT FROM THE LARGE SCULPTURES OF SKULLS ON THE WALL!

Carinadas FIRE! The skeleton on the throne shatters as cannon balls rip through it!

JIMMY

Run!

The kids begin to run as cannon balls blast behind their every step, barely missing!

As they make way into

GHOSTBLADE HALL

They pause to catch their breath..

CATFISH

The jaws are closin'!

They watch in horror as their exit jaws start to close!

SUDDENLY TWO SWORDS COME SLICING DOWN!

JIMMY

C'mon!

In a domino effect, the statues lining the walls begin to swing their swords downward, one after another! The gang run for their lives, screaming in terror as they barely evade the dicing swords.

The SKULL'S JAWS are near shut..Clumsy dives through followed by Catfish, Littles, Snooze, then Jimmy who drops the map as he dives through!

He reaches in and grabs the map, pulling his arm back just as the JAWS CLOSE SHUT.

Relieved, the kids look at each other and begin giggling. The giggle turns into laughter. They turn to leave and

RASCAL SCOUNDRELS

(frightful)

Ahhhhhhhhhhhh!

Skull-faced pirates unsheathe their swords, thrusting them towards the kids. Phantom Jack leans out from the darkness.

PHANTOM JACK

Ye comes seekin adventure with salty old
pirates, aye?

CUT TO:

EXT. PHANTOM GHOST SHIP, DECK

Skull-faced pirates swing aboard!

In a matter of seconds, the Phantom Ghost ship has been re-
taken by mobs of pirates.

A skull faced pirate hurries to follow the group of
pirates.

Behind him in a hidden corner, another skull-faced pirate
remains...unconscious and partly undressed.

THE HERD OF PIRATES divides as Phantom Jack walks across
the deck. He is followed by the Rascals who are escorted by
sword carrying skull-faces.

PHANTOM JACK

(to the rascals)

I thought you said Davey Jones be here.

The kids notice that Davey's ropes have been cut.

LITTLES

(upset)

He abandoned us...

PHANTOM JACK

Flees like the rat he be.

CATFISH

Man, that foo probably saw Phan'om comin',
got scared, up and left to go do some
drinkin'.

Amongst the crowd, the skull-face we previously saw turning
the corner, tugs at his pirate clothes...the clothes are too
tight...

JIMMY

(eyes searching)

I know Davey. He wouldn't do that.

PHANTOM JACK

Accept the truth about your coward hero.

No matter. He is of no consequence.

(to his men)

To the TREASURE!

The skull-faced pirates break out in cheers!

Leggo flutters his wings hysterically.

Not sharing the excitement, the skull-face with the tight clothes looks concerned. He backs away from the crowd..disappears.

CUT TO:

INT. PHANTOM GHOST SHIP, BARGE CELL

The skull-faced pirate (Davey) rushes through the barge, checking every cell.

Looking through the bars he sees-

SKULL FACE/DAVEY

(hushed)

Jane!

Jane doesn't recognize him.

JANE

Aren't you supposed to be marauding, hijacking or igniting something?

SKULL FACE/DAVEY

No! It's me...Davey.

JANE

Davey Jones! What are you doing down here! Let me out!

A beat.

SKULL FACE/DAVEY

I can't. If I do, Jack will just as soon have our heads...he has both halves of the map...we're almost to the coves.

Jane presses her face against the bars, pissed.

JANE

Jones! Let me outta here! We could beat him and take the treasure for ourselves!

The sound of somebody approaching alarms Davey.

SKULL FACE/DAVEY

There's something I have to do first. I WILL return for you.

Davey kisses her. She reaches to slap him but he already raced out.

JANE

(seething)

Davey Jones!

Stitch and Dagger approach Jane's cell.

CUT TO:

EXT. PHANTOM GHOST SHIP, DECK

The ship becomes swallowed in fog.

PHANTOM JACK

Lanterns me'earties! The cursed waters be seekin' to blind us!

Lanterns are lit, barely cutting through the fog.

PHANTOM JACK

Bring me those blasted kids!

The Rascals are hustled out. Phantom Jack's left eye twitches.

PHANTOM JACK

First, yer nice enough to bring the map to me. Thank you. Then you make Davey Jones disappear. Much obliged. And even though I despise the very sights of ya, I'm afraid I be requiring the help of you lads once more...

Confused, the Rascals glance at each other.

Phantom whips out his sword and points them forward towards
THE PLANK!

PHANTOM JACK

A watery tomb be where you be headed! Down
with the sharks!

JIMMY

(bravo)

As Captain of this crew, I demand you to release my men at once!

PHANTOM JACK

By the order of whom?

JIMMY

By the order of Jimmy 'the Young', ME!
Captain of the Rascal Scoundrels!

CATFISH

Hold on brutha, let me handle dis.

(to Phantom)

Excuse me, Phanty, I can call you Phanty, right?

Phantom Jack's left eye twitches, rapidly.

CATFISH

Ye ol' keel hauler, you! Walk the plank?
Dat's old school pirate. Capn' Hook be doing
it for years!

Silence. Nobody breathes. Surprisingly, the Phantom breaks out in laughter!

His crew follows his example...and soon, so do the Rascals.

PHANTOM JACK

Hook? Never heard of the swab!
(to his men)
I think I like this kid!

More laughter.

PHANTOM JACK

(to Catfish)
Lad, I'm beginning to like you..but..I'm
afraid I'm going to have to kill you.
(beat)
Now, MOVE ya bloomin cockroaches!

The Rascals are forcefully pushed onto the plank,
surrounded by skull-faces.

PHANTOM JACK

Jump ya scurvy scum!

Littles is about to cry..Stink is holding his pants..Snooze
is wide-awake and scared..Catfish has nothing to say..

VOICE (O.S.)

Hold it!

Everybody turns to THE TOP OF THE SECOND LEVEL DECK-

DAVEY

What crime are they guilty of? You see, even
a pirate has a code, laws, if you will.
For instance: LAW #1! Any MAN caught
stealing shall be marooned. They've stolen
from you, but judging by the way they look,
they're far from MEN.

DAVEY JONES is back! Face clean-shaven, hair pinned back in
a tail, dressed like the young rogue he once was, dashing
and brave.

PHANTOM JACK

Jones...

DAVEY

Law number TWO! All important decisions to be put to vote. How many of you men think these poor, helpless, little children should be fed to nasty, ruddy old sharks??

The pirates holler and cheer!

DAVEY

There's been times when I would've agreed..but look at their little faces..they don't look like sea scum, do they? Hands for freedom!

Only one skull-faced pirate meekly raises his hands.

Phantom frowns wrathfully at him. The pirate shrugs.

Phantom draws out a pistol and **BLAM!** The pirate is shot point blank.

Davey quickly draws his pistol, aiming at Phantom Jack.

PHANTOM JACK

(to Davey)

Belay there, ya focsle swab. I have a gift for you.

(calling out)

Strike yer colors, ya brazen wench!

A sail twists, revealing Jane dangling from the maintopmast.

PHANTOM JACK

Stand lay yer guns bare! (Surrender!)

Davey's eyes bounce from the kids to Jane...no way he could save both...only one thing to do...

Davey side steps revealing a CANNON as he strikes a match, ready to light the fuse.

DAVEY

It's your choice. Free them, or we all die.

PHANTOM JACK

We be at the point of discovery, Jones! Not even you be willing to conclude this moment of triumph where every begotten sea swab died in failure!

(beat)

So blast away, Jones.

Poker faced, Davey stands his ground.

PHANTOM JACK

If you won't fire, then perhaps I will!
Clear the decks, lads!!

Phantom Jack signals with his arm..

AT THE OTHER END OF THE SHIP

Stitch and Dagger hold torches, ready to ignite and fire CANNONS of their own! Davey's bluff has been called!

No time to argue! Davey lights the fuse and leaps away from the cannon..BOOM!

Stitch and Dagger fire! Both sides of the ship EXPLODE in a fury of destruction!

The force of the explosions causes everyone to stumble and fall! Phantom is launched back and LOSES THE MAP!

Frightened, Leggo scatters into the air, squawking as he flies off.

In the confusion, Jimmy jumps on the deck and quickly grabs the map.

JIMMY

I've got it!

PHANTOM JACK

Blast you ruddy scoundrels! Give me my map!

Davey swings from a rope landing in front of the Jimmy! He whips out his sword.

DAVEY

Jimmy, get everybody into the rowboat, now!

JIMMY

But...

DAVEY

Don't worry about me, go! I'll catch up to you guys later...I promise!

Davey glances at Jane, who dangles helplessly above...

PHANTOM JACK suddenly attacks Davey!

Sword clash!

PHANTOM JACK

The treasure is mine, Jones!

They separate! A barrage of swashbuckling is exchanged! A challenge for both as they swing, duck, jump and kick!

Phantom skillfully lunges and strikes, slicing Davey Jones arm!

Holding his wounded arm, Davey tracks backward.

Phantom Jack notices the kids escaping over the deck with the map. He signals to someone off screen.

PHANTOM JACK

(a flourished 'goodbye' speech)

The time has come for me to claim what be mine..worry not me'eartie...you still be in good company...

An unanticipated attack from STITCH AND DAGGER as they flip, draw their weapons in mid air and land in front of Davey. Phantom Jack retreats toward the fleeing Rascals.

STITCH

We've been looking forward to this, Jones.

DAGGER

Once a privateer, always a privateer.

STITCH

And all privateers are good for is

DAGGER

A dagger.

STITCH

And a stitch.

DAVEY

And for hanging filthy pirates like
yourselves!

The fight is on.

CUT TO:

CATFISH

losses balance and slips, holding onto the side of the
ship!

CATFISH

(pleading)

Stink! Help me! Please!

STINK

Are you gonna keep calling me stinky names?

CATFISH

No! I promise Stinky!

STINK

Not Stinky...Stinko or Stinkert. What's my
name?

CATFISH

Stink!

STINK

My REAL name!

He can't remember! Catfish searches his mind..

CATFISH

Jinglesbert...Engles...Bert...ENGLEBERT!

Stink pulls him up.

STINK
I caught a Catfish!

ON A SUSPENDED ROW BOAT

The Rascals jump in and hide.

Clumsy leans back pressing against a RELEASE LEVER. The rowboat's suspension ropes unhook! The boat free-falls into the water!

CLUMSY
A-a-always blame blame it on on me! I didn't d-d-do anything!

CATFISH
Ain't nobody said anything.

JIMMY
Shut up and start rowing!

All together, the gang begins to row. Ahead of them, the dense fog seems to barricade their path.

ON THE PHANTOM GHOST SHIP

Phantom Jack leans over the side, seeing the Rascals escaping.

PHANTOM JACK
(angry to his men)
Find us another rowboat! Those blasted kids have the map!

Six of his skull-faced pirates find a rowboat, and quickly hoist it down into the water.

Phantom Jack steps in, finding it too crowded.

PIRATE #1
Captain, we be at the water's mercy!

Phantom Jack rears out his pistol, blasting Pirate #1 off the rowboat.

PHANTOM JACK

It be too late to alter course, mateys.

CUT BACK TO:

THE DECK

Stitch draws two pistols, blasting at Davey, shredding through a BARREL as Davey takes cover!

BLAM! BLAM! The piercing bullets from Stitch's pistols rip, gash and rent! Unexpectedly, Stitch runs out of armed pistols...he searches his body for more guns.

A smile from Davey, then a right cross, a left uppercut, and another jaw breaking strike straight into Stitches face!

Davey suddenly screams in pain as Dagger slices through his arm! Dagger is kicked back...

Stitch recovers...reloads...aims...Davey sees A CARINADE! He rushes over to the carinade and aims...

A ferocious BOOM rears out and Stitch is crushed by a cannon ball, launched off the ship!

Davey smirks, then gets whacked by an unexpected punch from Dagger!

Davey returns with a violent onslaught of crushing blows! Dagger is viciously tossed through stacks of barrels marked GUNPOWDER.

Dagger quickly jumps up, searching his body for knives...nothing!

Davey aims his pistol...

STITCH

I've had twenty shots buried in me! Yar thinks only one will run me through!

Davey shifts aim and FIRES at the gunpowder barrels!

The ship explodes! Sails collapse! Planks of wood flick off, shooting into every direction.

THE MAINTOPMAST is engulfed in flames! Jane swings helplessly surrounded by hell itself. The maintopmast is about to collapse!

DAVEY quickly cuts a suspension rope and daringly swings through the flames toward Jane!

He flies into Jane, wrapping his arms around her. Frantically, he searches for something...

DAVEY
Jane! A blade!

She motions with her eyes toward her cleavage. He shoves his hand into her shirt...searches...her eyes WIDEN...he smiles...

The Maintopmast tips...

THE KNIFE IS FOUND! Seconds before doom, Davey swipes at the rope, cutting it! A narrow escape as they swing away!

BACK ON DAVEY AS

As he frees her from her ropes.

JANE
What took you so long?

Before he can respond, Jane smolders Davey with a deep kiss.

DAVEY
I would say thank you, but the pleasure is mine.

JANE
The map!

DAVEY
Those KIDS have the MAP! And if you think I'm doing this for that damned treasure, you're wrong! Those kids and you are all I have, and I'm not losing them.

AN EXPLOSION erupts from the center of the ship!

Jane is knocked off her feet, landing into Davey's arms.

DAVEY

Like old times?

JANE

(smiling)

Never forgot 'em.

Davey grabs a rope and together they swing from the second level deck, landing safely away from the shooting flames!

JANE

At least you still know how to show a lady a good time.

Davey desperately searches the collapsing ship. He runs toward the edge of the ship, seeing the kids sailing away. A smile of relief lights up his face.

Suddenly, the smile turns into a concerned look as he sees Phantom Jack raising his pistol from his boat, aiming at the Rascals! He fires and misses!

The ship suddenly rumbles...

DAVEY

Jane, run!

Davey and Jane begin their escape, as the ship continues to rupture! They leap from the second level down to the main deck.

ON THE RASCAL SCOUNDRELS ROWBOAT

Clumsy notices the chaos on the Phantom Ghost ship.

CLUMSY

T-the the Capn'!

Heads snap around, noticing

JIMMY

Davey! Jump! You could do it!

LITTLES
Andalay Capn'! Go!

ON THE PHANTOM GHOST SHIP

Davey and Jane continue their escape...seconds before jumping off the exploding vessel...

THE KID'S P.O.V.

The Phantom Ghost ship suddenly BURSTS in a fiery wreck...sinking to the bottom of the ocean.

JIMMY
NOOOOO!

Littles begins to sob. Eyes swell. Tears run wild.

A hush falls upon the group as they contemplate what just happened.

ON PHANTOM JACK'S ROWBOAT

The Phantom Jack's eyes narrow with resentment.

PIRATE #1
Captain, Davey be dead! What be wrong?

Phantom Jack drops his head, mourning. Not what we'd expect from Jack.

PHANTOM JACK
All these bloody years I wanted him myself.
The satisfaction of having defeated Davey Jones should've been mine.

BACK ON THE RASCAL SCOUNDRELS

JIMMY
It's all my fault. If I hadn't had this stupid idea of being pirates, none of this would have happened.

LITTLES
We just lost the closest thing to a father we'll ever have.

Jimmy swipes his pirate hat from his head, eyes swollen with tears, he takes one last hard look at it. Resentful, he tosses it into the fog covered ocean.

JIMMY

I don't want any part of this anymore.

CATFISH

It ain't yo fault. It's allv'us.

Following Jimmy's example, the rest of the gang tosses their pirate hats into the ocean.

CLUMSY

Wh-what about the the treasure?

Jimmy holds up the map.

JIMMY

It's because of this, that Davey is dead!

In spastic outrage, Jimmy begins to tear the map, shredding it to small pieces. He opens his hands, letting the wind carry the flakes.

ON PHANTOM JACK

As the shredded papers twist and turn in the air, he swipes at them, grasping some in his hands.

Inspecting a tiny piece, he recognizes something - the picture of the SEA MONSTER!

PHANTOM JACK

Damned be those little devils!

(enraged)

I want those kids!!!

BACK ON THE RASCAL SCOUNDRELS

The fog continues to creep over their heads, subtly clearing as they continue to sail forward.

CLUMSY

L-l-look look, I think I s-see-see something.

Through the fog, ahead of them looks like what may be a
COVE.

CATFISH

Stop rowing, we're headed directly into DAT
CAVE!

JIMMY

Nobody IS rowing! The current is pulling us
in! Row backwards!

Desperately, the gang rushes to row backwards. No use.

AT THE THRESHOLD OF THE COVE

The kids approach the dark cavernous hole, mysteriously
dark and quiet. Their eyes wide open, bewildered at where
their adventure is taking them as they enter

THE COVE

The walls and ceiling are sharp and edgy. The further they
creep in, the less they see, swallowed by the dark
interior. Nothing can be seen or heard.

SNOOZE

Maybe this is where the sea monster sleeps.

JIMMY

Shhhh. I think I hear something.

In the b.g., the sound of rushing water gets louder, and
LOUDER, soon resembling the roaring sound of

JIMMY

A waterfall?

The boat's pace suddenly picks up, being drawn forward
toward the sound of the waterfall..

Ahead of them is A WATERFALL!

JIMMY

Hang on!

Everyone hangs on for dear life.

THE BOAT PLUNGES DOWNWARD!! The kid's screams of terror echo throughout the cavern as they race downward, riding the waterfall!

They splash down safely as the boat wades unto a calmer stream...somewhere deeper.

The gang takes a breather.

LITTLES

What are we going to do! How are we going to get out of here?

STINK

Relax, sometimes in order to get out, you have to get in..

LITTLES

I may be young, but I'm old enough to know that when you talk, you aren't saying shit.

STINK

Yes. But what is the true meaning of talk?

RASCAL SCOUNDRELS

SHUT UP!

The boat continues sailing through the cavern like the DISNYLAND RIDE, 'PIRATES OF THE CARIBBEAN'.

Suddenly, Littles lets out a shriek of terror!

Off to the side, SKELETONS OF PIRATES IMPALED BY SWORDS, PINNED TO THE ROCKY WALLS...as if a battle took place years ago...

JIMMY

Along with a pirate's treasure, comes the evil of men's greed..

Unexpectedly, they're pushed out of the cave into an enormous pitch-black cavern. The only light source comes from

A SHAFT OF SUNLIGHT

beaming down a perfect ray of light, that illuminates an ANCIENT STONE MANTLE.

They row closer, docking next to the mantle.

Implanted into the circular headpiece of the mantle are SHINY EMERALDS.

RASCAL SCOUNDRELS

The treasure!!

Clumsy runs up to the mantle trying to pluck the jewels out. One by one the gang joins in, except for

JIMMY

Awestruck, he stands back looking at the beam of light shining upon the mantle. Something in his mind clicks.

JIMMY

Wait!

Clumsy pops off a jewel! A deep RUMBLE is heard as the floor begins to TREMBLE. The ground shifts, sending clouds of dust into the air. Something snaps! The mantle begins to rotate, with the resounding sound of grinding rock.

Slowly, the top of the mantle creaks open, as light reflected from a huge DIAMOND inside illuminates the entire cavern.

The walls gleam with the SHINE of GOLD AND DIAMONDS...Welcome to the

JIMMY

THE LOST CITY IN THE CARIBBEAN COVES!

SNOOZE

Never in my wildest dreams could I have ever imagined this...

Their excitement is cut short.

The flapping of Leggo's wings come to a halt as he lands on the mantle squawking , causing the Rascals to turn.

JIMMY

If that bird is here, then so is...

An eerie voice echoes throughout the cavern.

PHANTOM JACK (O.S.)

No fear have ye of evil curses says you...no fear of pluderin' pirates lurking in every cove, says you...

Like a ghost sailing through the air, Phantom Jack appears from the darkness, followed by his skull-faced pirates.

PHANTOM JACK

Avast thar!

(to his men)

Get rid of them! Bring the jewels to me.

DAVEY (O.S.)

I wouldn't do that if I were you.

From the other side of the shadows comes DAVEY JONES! HE'S ALIVE!

THE RASCAL SCOUNDRELS

Davey! You're alive.

JIMMY

(admiring)

I knew he wasn't dead!

DAVEY

If you had the other half of the map, you'd know those rubies are a trap. Once removed, water will begin to fill through the hole you created, drowning us all. We're inside the treasure, an ancient city buried under the sea centuries ago. You can't take it, you can only die with it.

PHANTOM JACK

(to his men)

Heed no warning! Take the jewels!

(to Davey)

In a way I'm glad you're alive. I won't lie.
I did mourn at the thought of you dead.

DAVEY

Let the kids go!

Jane appears from behind Jack, sword drawn ready to duel.

JANE

Now that we've all died once, let's see who
dies harder!

PHANTOM JACK

Davey and Jane. Together again, aye?
The couple who fights together, DIES
together!

Phantom Jack whips out his sword, ruthlessly swinging at
Jane. She evades the attacks, ducking, spinning, blocking
every which way she is able to.

Davey attacks Phantom Jack with a flesh-ripping slice to
his arm!

THE SKULL-FACED PIRATES

push daggers around the edges of the jewels, popping them
from the walls. With each pluck, water bursts through,
shooting a strong steady stream of sea water!

JIMMY

Clenches his fists tightly.

JIMMY

Remember what we said about not getting
respect. Well, now's our chance to earn it.

CATFISH

Dat's what I'm talkin about. It's time to
kick some pirate ass.

WHAM! With a swift jabbing punch, Jimmy knocks Pirate #1 off his feet.

Littles, Clumsy, and Snooze start banging Pirate #2's head with their fists, clinging to his back like little apes.

CATFISH attempts to stop the flow of shooting water by picking up one of the red jewels and placing it back in its place. He struggles against the force of the water but he's knocked back on the floor.

Suddenly, another red jewel pops off! Then another, and ANOTHER!

The force of the water pressure causes a red jewel to dart out toward Pirate #3, smacking him in the center of his forehead and knocking him out.

Holes everywhere spurt out water.

DAVEY

continues his attack on Phantom Jack. The grueling battle becomes more intense as they swing, duck, and miss, crossing the shooting streams of water!

Jane catches a swift punch from Phantom Jack, which sends her splashing onto the flooding floor!

Phantom Jack's head is snapped back by a devastating punch from Davey.

DAVEY

You don't (punch!) HIT! (punch!) WOMEN!

Phantom Jack stumbles back, dazed from the punching.

THE LOST CITY IS NOW KNEE DEEP in water! The Rascals scramble to get back on the rowboat.

STINK

I can't swim!

JIMMY

Catfish, help him!

PHANTOM JACK

kicks Davey back, sending him flying into the wall,
crashing into the floor.

PHANTOM JACK

You've been defeated..accept your fate,
Jones!

In pain, Davey turns and sees a SKELETON lying in the same
position as his..WITH A SWORD THRUSTED THROUGH IT.

PHANTOM JACK

Now you can die along side the rest of every
pirate of the Caribbean who tried to find
what is now MINE!

Phantom thrusts his sword at Davey, but Davey pops up on
his feet, then takes the sword from the skeleton and blocks
the attack.

DAVEY

No! I'LL FINISH what we begun!

Phantom Jack fiercely thrusts his sword at Davey!

In a dashing move, Davey SPINS and lunges at Phantom Jack,
impaling him through the shoulder and pinning him to the
wall.

PHANTOM JACK

It isn't over, Jones!

(beat)

The likes of me you'll see again, Jones! I
can't die! You hear me!

ON THE ROWBOAT

The Rascals row toward Davey and Jane.

JIMMY

C'mon, Captain! These walls won't hold too
much longer!

JANE

We can't leave empty handed! At least one jewel...please.

DAVEY

(disappointed)

It's not about the treasure, Jane. Open your eyes, look around! Forget the past. Fate brought us here for a reason...to show us that what we have is far greater than any treasure!

Davey glances over at the kids.

DAVEY

Think of the future.

A deep breath. Davey's eyes search Jane's.

DAVEY

You always did say someday you wanted kids.

JANE

Someday...but first things first.

She plucks a diamond from the wall and shoves it in her cleavage.

They smile at each other and jump toward the rowboat.

The water sprays fiercely as the wall Phantom Jack is pinned to suddenly begins to FRACTURE.

Desperately, Phantom Jack struggles to release himself. No help from his pirates who've been defeated...knocked out, etc.

PHANTOM JACK

I curse this treasure of Davey Jones!

ON THE ROWBOAT

As they leave, Jane notices BUBBLES coming up from the water.

JANE

Oh, no...

TENTACLES VICIOUSLY WHIP OUT OF THE WATER!

They lash out at ripping speed, coiling around Phantom Jack, tossing him around like a rag doll! A huge gaping jaw followed by the head of the sea monster lunges at Phantom Jack and swallows him whole. The sea monster R O A R S, then plunges back under the water with an explosive splash.

DAVEY

Dead men tell no tales.

The Lost City is now massively flooded. The water level raises their boat towards the ceiling.

JANE

How do we get out of here?

DAVEY

Through that.

Davey points toward the shaft, where the sunlight shines through.

JANE

Are you insane!

CATFISH

See! All dat drinkin' done messed up yo head!

DAVEY

If you're ever going to trust me, this has to be the time!

A SECTION OF THE CAVERN busts open! A crushing wave of water ransacks the cavern!

DAVEY

Hang on!

Another section of the cave collapses! The force of the raging water jolts the rowboat!

Stink loses his balance and falls overboard!

THE RASCAL SCOUNDRELS

Stink!

CATFISH

Help! Man overboard!

Without a second thought, Davey plunges in after him frantically swimming toward him. The intense flooding tosses Stink under.

Davey struggles to stay afloat, coughing, spitting out water.

DAVEY

Stink! STINK!

Stink is nowhere to be seen. Davey searches desperately.

CATFISH

Engelbert!

Suddenly, we see Stink float by holding onto a skull.

DAVEY

(relieved)

Stink, I thought I lost ya..

CATFISH

(to Stink)

I thought I'd never get to see you again,
STINK! You had me worried.

Stink smiles.

ONE LAST INTENSE SPURT OF WATER

and the rowboat thrusts upward, shooting straight up through the shaft! Intense!

They continue rushing through the hole, which reveals itself to be a twisting tunnel leading outward.

EXT. ROCK ISLAND

The ROWBOAT blasts straight up into the air by the relentless geyser, from the center of the island.

Losing momentum, on the plunge down, the Rascal's scream before splashing haphazardly but safely into the ocean.

The island rumbles as it sinks beneath the ocean. The Lost City has disappeared, entombed under water.

DAVEY

Is everyone alright?

JANE

Jones, I've had enough of your adventures.

But she smiles when she says it and they lock into a passionate embrace.

STINK

Catfish, did you really mean what you said to me down there?

CATFISH

What?

STINK

That you were worried you'd never get to see me again?

Catfish takes a moment to think.

CATFISH

(playfully)

No, I was just worried there be no one around for me to make fun of...ENGLEBERT!

STINK

I was wondering... what's your real name?

CATFISH

What you wanna know for?

STINK

C'mon!

CATFISH

(reluctantly)

Cecil Swordfish.

They burst out laughing.

AT THE EDGE OF THE BOAT Davey sits quietly with Jimmy.

DAVEY

You know, I should maroon you on some
deserted island for all this mess...

(beat)

But instead..I commend you.

Surprised, Jimmy smiles...

DAVEY

You're a great leader...and thank you...thank
you for bringing me back.

Jimmy embraces Davey with a tight hug.

DAVEY

Just remember, I'm the CAPTAIN.

JIMMY

Deal.

LOUD SPLASHING snaps everyone's attention.

JIMMY

What is that?

Their eyes begin to scan the waters.

CLUMSY

I c-c-can't see see anything.

Cutting through the fog, a PRIVATEER SHIP is revealed. A
flapping WHITE PRIVATEER FLAG looms above.

THE RASCAL SCOUNDRELS

Yeah! Woo-hooo! We're saved!

Waving so wildly, Clumsy almost tips the boat over.

CLUMSY

So-so-sorry. I-I got a little e-ex-excited.

Unnoticed, Phantom Jack's pirate hat sails by as LEGGO stands atop of it.

LEGGO

Yo ho, yo ho, a PARROTS life for me.

DISSOLVE TO:

EXT. PRIVATEER SHIP--CARRIBEAN PORT

A ceremony at full scale. Swarms of people gather around.

BRITISH TROOPS turn to attention as

THE RASCAL SCOUNDRELS

clad in BRITISH PRIVATEER clothes, march by. Respectable. Clean. You wouldn't recognize the kids.

AMONGST THE CROWD

Carlos 'El Capitan' gently claps his hands together, grinning while he exhales.

EL CAPITAN

(to another onlooker)

Look at my mihos! They look so cute! You know, I made dem those clothes? Aye mi amores! Hello? Kids! They grow up so fast, don't dey?

Jimmy and the gang smile at El Capitan as he waves a purple leopard print handkerchief into the air.

At the top of the PRIVATEER SHIP, Davey Jones, in a Privateer's officer uniform, stands at attention, waiting for the gang to make their way up.

Jane, also in officer's clothes, smiles at Davey.

JANE

So, how does it feel to have your old job back, PRIVATEER CAPTAIN JONES.

DAVEY

I don't deserve it.

JANE

You did free the Caribbean of the most dreaded Pirate that ever sailed, you know.

DAVEY

(re kids)

I owe it all to them.

One by one, the kids step into the ship, stopping to salute.

STINK

Englebert Finbender, Sir!

CATFISH

Cecil Swordfish, Sir!

SNOOZE

Alfred Lee, Sir!

LITTLES

Ezequiel Martinez, Sir!

JIMMY

Jim Franklin, Sir!

CLUMSY

James Jamerson reporting for duty, Sir!

Clumsy didn't stutter! Amazed, all heads turn toward him.

The crowd explodes into cheer.

STINK

What's next, Captain?

LITTLES

Another adventure?

DAVEY

Don't get your hopes up.

DAVEY
(amused, to Jane)

Kids.

AS THE SHIP SAILS OFF INTO THE HORIZON OF THE CARIBBEAN

We see two silhouettes, as they lean in close, pause, then
engage in a kiss.

T H E E N D

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EXHIBIT - 1

Alfred, Martinez, Tova

Screenplay 000112

EXHIBIT C

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Arthur Lee Alfred II and
Ezequiel Martinez Jr.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ARTHUR LEE ALFRED, II, an
individual; AND **EZEQUIEL
MARTINEZ, JR.**, an individual,

Plaintiffs,
v.

THE WALT DISNEY COMPANY, a
Delaware corporation; **BRIGHAM
TAYLOR**, an individual; **DISNEY
ENTERPRISES INC.**, a Delaware
Corporation; **WALT DISNEY
PICTURES**, a California company;
**WALT DISNEY MOTION
PICTURES GROUP, INC.**, a California
corporation; **THE DISNEY STORE
INC.**, a California corporation; **WALT
DISNEY PARKS AND RESORTS**, a
Florida company; **DISNEY+** a California
company; **DISNEY CONSUMER
PRODUCTIONS, INC.**, a California
Corporation; **DISNEY CONSUMER
PRODUCTIONS AND
INTERACTIVE MEDIA, INC.**, a
California corporation; **DISNEY BOOK
GROUP, LLC**, a Delaware Limited

CASE NO. 2:18-CV-08074-CBM-AS

Assigned to Hon. Consuelo Marshall

**PLAINTIFFS' *FIRST AMENDED*
COMPLAINT FOR DAMAGES FOR:**

1. COPYRIGHT
INFRINGEMENT (FILM &
DERIVATIVE WORKS)

DEMAND FOR JURY TRIAL

Complaint Filed: Nov. 14, 2017
(Colorado District Court 1:17-CV-
02729)
Trial: TBD

PLAINTIFFS' *FIRST AMENDED*
COMPLAINT FOR DAMAGES

1 Liability Company; **DISNEY**
2 **INTERACTIVE STUDIOS, INC.**, a
3 California corporation; **WALT DISNEY**
4 **ATTRACTIONS TECHNOLOGY**
5 **LLC**, a Delaware Limited Liability
6 Company; **WALT DISNEY**
7 **THEATRICAL RECORDINGS**, a
8 California Corporation; **DISNEY**
9 **MEDIA DISTRIBUTION**, a California
10 company; **BUENA VISTA PICTURES**
11 **DISTRIBUTION, INC.**, a California
12 Company; **AMERICAN**
13 **BROADCASTING COMPANY**, a New
14 York Company; **BUENA VISTA**
15 **MEDIA**, a California corporation;
16 **BUENA VISTA HOME**
17 **ENTERTAINMENT, INC.** a California
18 Company; **BUENA VISTA**
19 **THEATRICAL GROUP LTD.**, a New
20 York Corporation; **BUENA VISTA**
21 **CATALOGUE CO.**, a California
22 Company; **BUENA VISTA NON-**
23 **THEATRICAL, INC.**, a California
24 Corporation; **BUENA VISTA**
25 **PRODUCTIONS**, a California
26 corporation, **BUENA VISTA**
27 **THEATERS, INC.**, a California
28 corporation; **BUENA VISTA VIDEO**
ON DEMAND, a California corporation;
BUENA VISTA BOOKS, INC., a
California corporation; and DOES 1-50,
inclusive,

Defendants.

1 PLAINTIFFS Arthur Lee Alfred, II, and Ezequiel Martinez (“Plaintiffs”)
2 hereby allege as follows:

3 **PARTIES**

4 1. At all times mentioned herein, Plaintiff ARTHUR LEE ALFRED,
5 II (“Alfred”) is an individual residing in the State of California.

6 2. At all times mentioned herein, Plaintiff EZEQUIEL MARTINEZ
7 JR. (“Martinez”) is an individual residing in the State of California.

8 3. Alfred and Martinez shall be collectively referred to as “Plaintiffs.”

9 4. Upon information and belief, Defendant THE WALT DISNEY
10 COMPANY (“Defendant TWDC”) is incorporated in Delaware, with its
11 principal place of business in Burbank, California.

12 5. Upon information and belief, Defendant DISNEY ENTERPRISES,
13 INC. (“Defendant DEI”) is incorporated in Delaware, with its principal place of
14 business in Burbank, California.

15 6. Upon information and belief, Defendant WALT DISNEY
16 PICTURES (“Defendant Disney Pictures”) is incorporated in California, with its
17 principal place of business in Burbank, California. Defendant Disney Studios is
18 a division of Defendant TWDC and is a film production studio arm of Walt
19 Disney Studios.

20 7. Upon information and belief, Defendant WALT DISNEY
21 MOTION PICTURES GROUP, INC. (“Defendant Disney Motion Pictures”) is
22 incorporated in California, with its principal place of business in Burbank,
23 California.

24 8. Upon information and belief, Defendant THE DISNEY STORE
25 INC. (“Defendant Disney Store”) is incorporated in California, with its principal
26 place of business in Burbank, California.

1 9. Upon information and belief, Defendant DISNEY CONSUMER
2 PRODUCTIONS, INC. (“Disney Consumer”) is a California corporation with
3 its principal place of business in Burbank, California.

4 10. Upon information and belief, Defendant DISNEY CONSUMER
5 PRODUCTIONS AND INTERACTIVE MEDIA, INC., (“Disney Media”) is a
6 California corporation with its principal place of business in Burbank,
7 California.

8 11. Upon information and belief, Defendant DISNEY BOOK GROUP,
9 LLC., (“Disney Book”) is a Delaware Limited Liability Company.

10 12. Upon information and belief, Defendant DISNEY INTERACTIVE
11 STUDIOS, INC. (“Disney Interactive”) is a California corporation with its
12 principal place of business in Burbank, California.

13 13. Upon information and belief, Defendant WALT DISNEY
14 ATTRACTIONS TECHNOLOGY LLC (“Disney Attractions”) is a Delaware
15 Limited Liability Company.

16 14. Upon information and belief, Defendant WALT DISNEY
17 THEATRICAL RECORDINGS (“Disney Recordings”) is a California
18 Corporation with its principal place of business in Burbank, California.

19 15. Upon information and belief, Defendant WALT DISNEY PARKS
20 AND RESORTS U.S., Inc. (“Defendant Disney Parks”) is incorporated in
21 Florida, with its principal place of business in Orlando, Florida.

22 16. Upon information and belief, Defendant DISNEY+ (“Defendant
23 Disney+”) is owned and operated by DISNEY MEDIA DISTRIBUTION.

24 17. Defendant DISNEY MEDIA DISTRIBUTION (“Defendant Disney
25 Distribution”) is incorporated in California, with its principal place of business
26 in Burbank, California.

27 18. Upon information and belief, Defendant BUENA VISTA
28 PICTURES DISTRIBUTION (“Defendant Buena Vista”) is owned and operated

1 by Defendant AMERICAN BROADCASTING COMPANY. Defendant Buena
2 Vista, among others, is a distributor of the Pirates of the Caribbean franchise of
3 films.

4 19. Upon information and belief, Defendant BUENA VISTA HOME
5 ENTERTAINMENT (“Defendant Buena Vista Ent.”) is incorporated in
6 California, with its principal place of business in Burbank, California.
7 Defendant Buena Vista Ent., among others, is a distributor of the Pirates of the
8 Caribbean franchise of films.

9 20. Upon information and belief, Defendant BUENA VISTA MEDIA
10 (“Defendant Buena Vista Media”) is incorporated in California, with its
11 principal place of business in Burbank, California.

12 21. Upon information and belief, Defendant BUENA VISTA
13 PRODUCTIONS (“Defendant Buena Vista Productions”) is incorporated in
14 California, with its principal place of business in Burbank, California.

15 22. Upon information and belief, Defendant BUENA VISTA
16 THEATERS, INC (“Defendant Buena Vista Theaters”) is incorporated in
17 California, with its principal place of business in Burbank, California.

18 23. Upon information and belief, Defendant BUENA VISTA
19 THEATRICAL GROUP LTD. (“Defendant Buena Vista Theatrical”) is
20 incorporated in New York, with its principal place of business in New York,
21 New York.

22 24. Upon information and belief, Defendant BUENA VISTA VIDEO
23 ON DEMAND (“Defendant Buena Vista VOD”) is incorporated in California,
24 with its principal place of business in Burbank, California.

25 25. Upon information and belief, Defendant BUENA VISTA BOOKS
26 (“Defendant Buena Vista Books”) is incorporated in California, with its
27 principal place of business in Burbank, California.
28

1 26. Upon information and belief, Defendant BUENA VISTA NON
2 THEATRICAL, INC. (“Defendant Buena Vista Non-Theatrical”) is incorporated
3 in California, with its principal place of business in Burbank, California.

4 27. Upon information and belief, Defendant AMERICAN
5 BROADCASTING COMPANY (“Defendant ABC”) is incorporated in New
6 York, with its principal place of business in New York, New York. Defendant
7 ABC, among others, is a distributor of the Pirates of the Caribbean franchise of
8 films.

9 28. The foregoing entities shall hereinafter be collectively referred to as
10 “Disney”.

11 29. For the purposes of this pleading, the Pirates of the Caribbean
12 franchise currently consists of the original film “Pirates of the Caribbean: Curse
13 of the Black Pearl” (the “Film”) released to the public on June 28, 2003; “Pirates
14 of the Caribbean: Dead Man’s Chest” (“POTC 2”) released to the public on June
15 24, 2006; “Pirates of the Caribbean: At World’s End” (“POTC 3”) released to
16 the public on May 25, 2007; “Pirates of the Caribbean: On Stranger Tides”
17 (“POTC 4”) released to the public on May 7, 2011; “Pirates of the Caribbean:
18 Dead Men Tell No Tales” (“POTC 5”) released to the public May 26, 2017 and
19 any other films not yet released but which are ultimately released and are
20 derivative of the Film. The Film, POTC 2, POTC 3, POTC 4, and POTC 5 shall
21 be collectively herein referred to as the “Film Franchise.”

22 30. At all times mentioned herein, Disney and Taylor shall be jointly
23 referred to as “Defendants”.

24 31. Plaintiff is unaware of the true names and capacities of the
25 Defendants sued herein as DOES 1 through 50, inclusive, and for that reason,
26 sues such Defendants under such fictitious names. Plaintiff is informed and
27 believes and on that basis alleges that such fictitiously named Defendants are
28 responsible in some manner for the occurrences herein alleged, and that

1 Plaintiff's damages as herein alleged were proximately caused by the conduct of
2 said Defendants. Plaintiff will seek to amend the complaint when the names and
3 capacities of such fictitiously named Defendants are ascertained. As alleged
4 herein, "Defendants" shall mean all named Defendants and all fictitiously named
5 Defendants.

6 32. Plaintiffs are informed and believe and on that basis alleges that
7 Defendants at all times relative to this action, were agents, servants, partners,
8 joint venturers, and employees of each of the other Defendants and in doing the
9 acts alleged herein were acting with the knowledge and consent of each of the
10 other Defendants in this action. Alternatively, at all times mentioned herein,
11 each of the Defendants conspired with each other to commit the wrongful acts
12 complained of herein. Although not all of the Defendants committed all of the
13 acts of the conspiracy or were members of the conspiracy at all times during its
14 existence, each Defendant knowingly performed one or more acts in direct
15 furtherance of the objectives of the conspiracy. Therefore, each Defendant is
16 liable for the acts of all of the other conspirators.

17 **JURISDICTION AND VENUE**

18 33. This action arises under the Copyright Laws of the United States
19 (Title 17, U.S.C. § 101 *et seq.*) and the common law of the State of California.

20 34. This court has exclusive jurisdiction over this action under 28
21 U.S.C. §§ 1331 and 1338 in that this action involves claims arising under the
22 Copyright Laws of the United States. To the extent that this action is based on
23 related state claims, the Court has supplemental jurisdiction thereto under 28
24 U.S.C. § 1367.

25 35. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391 and
26 1400 in that Defendants transact business in the county of Los Angeles,
27 California.
28

PRELIMINARY STATEMENT

36. Every young screenwriter dreams of writing that commercial screenplay that can catch the attention of a major film studio. The opportunity to have a major film studio, such as the defendants to this case, take a screenwriter's original spec screenplay and turn the work into a major motion picture is the ultimate dream.

37. The screenwriter Plaintiffs almost realized that dream, but this dream quickly turned into a nightmare, when their original screenplay entitled "Pirates of the Caribbean" was intentionally copied and commercially exploited by Defendants, with no credit or compensation to either of the Plaintiffs.

38. Plaintiff Alfred is a 1998 graduate of California State University in San Bernardino. Coming from a small African American family, he was the first in his family to graduate college; in fact, Plaintiff Alfred graduated at the top of his class with a degree in Communications and Television. Also, he, along with Plaintiff Martinez, were the first to produce independent films at the university. After graduating, Plaintiff Alfred worked as an intern at MTV Films while simultaneously perfecting his craft of screenwriting. Thereafter, beginning in 2001, Plaintiff Alfred began working as a producer in the entertainment industry whereby he produced a number of music videos, commercials, infomercials and corporate videos. In 2010, Plaintiff Alfred began working for famous award winning actor/producer/director Forest Whitaker as a Creative Executive. He and Mr. Whitaker worked together for three (3) years. As Whitaker's Creative Manager, Plaintiff Lee helped develop Juntobox Films, a social media platform for independent filmmakers to create and collaborate on independent films.

39. Plaintiff Martinez attended California State University in San Bernardino where he studied Film and Television. Upon information and belief, he produced the first student feature film in the history of any California State University student. While in school, he was awarded top film student in

1 Southern California by his professors. Thereafter, he joined Paramount Pictures
2 as an intern working on the film VARSITY BLUES. Plaintiff Martinez has
3 made a living as a screenwriter for over twenty-two (22) years, having worked
4 for several years with Madonna's production company Maverick (from 2003 to
5 2006). At Maverick, he worked with every major studio setting up film and
6 television projects in the entertainment industry.

7 **PLAINTIFFS SOLD DISNEY THEIR ORIGINAL SCREENPLAY**
8 **CALLED "RED HOOD" BEFORE SUBMITTING THE PIRATES**
9 **SCREENPLAY**

10 40. In or about early 1999, Plaintiffs jointly wrote an original "spec"
11 screenplay entitled RED HOOD ("*Red Hood*"). *Red Hood* was an updated
12 version of the folklore tale of *Little Red Riding Hood*. Plaintiffs were able to use
13 their collective experiences as minorities growing up in Los Angeles in the
14 1980s and 1990s to infuse their writing with an edgy, commercial appealability
15 to a diverse audience. To date, Plaintiffs have jointly written three (3)
16 screenplays together.

17 41. Plaintiffs, through their producer, Tova Laiter ("Laiter") submitted
18 "*Red Hood*" to various producers and production companies, including Disney,
19 in or about 1999.

20 42. Defendants, including Taylor, favorably received the *Red Hood*
21 screenplay and elected to option *Red Hood*.

22 43. Thereafter, Taylor/ Disney, made an offer to Plaintiffs to work with
23 Taylor (and other Disney executives) to develop *Red Hood*. In or about this time,
24 Disney paid for Plaintiffs to join the Writers Guild of America, as was required
25 for all screenwriters who work with Disney.

26 44. In or about fall of 1999, Defendants, specifically, Taylor, who was
27 at that time employed by Disney as a creative executive, invited Plaintiffs to
28 work with himself, Josh Harmon ("Harmon"), Michael Haynes ("Haynes") and

1 others on the “development” of the *Red Hood* Project. Upon information and
2 belief, Harmon and Haynes worked in the same department at Disney (along
3 with Taylor); upon information and belief, that department was the motion
4 pictures group department.

5 45. Thereafter, beginning in approximately the fall of 1999, Plaintiffs
6 began attending multiple meetings in person at the Disney lot in Burbank,
7 California (and telephonically) with Taylor, Harmon and Haynes, for the
8 purpose of developing *Red Hood*.

9 46. In or about January of 2000, Plaintiffs optioned *Red Hood* to
10 Disney for \$15,000. *Red Hood* was never produced by Disney.

11 47. For approximately one year, from October 1999 through October
12 2000, Plaintiffs working with Taylor, along with other members of Defendant
13 Disney’s creative team, on *Red Hood*, primarily at the Disney lot in Burbank,
14 California.

15 **PLAINTIFFS WRITE AN ORIGINAL SCREENPLAY ENTITLED**
16 **“PIRATES OF THE CARIBBEAN”**

17 48. In or about March of 2000, Plaintiffs developed an idea for an
18 original spec screenplay originally entitled *Pirates of the Spanish Main* and
19 began writing the same.

20 49. On or about July 19, 2000, Plaintiffs finalized the first draft of *The*
21 *Pirates of the Spanish Main* (which they later retitled *Pirates of the Caribbean*
22 to make it more marketable to Disney) (the “Screenplay”). Given their existing
23 relationship with Disney, Plaintiffs retitled the Screenplay and added some
24 relatively minimal characteristics from the Disney theme park ride of the same
25 name (the “Ride”) for the purposes of submitting the Screenplay to Disney.

26 50. Plaintiffs registered the Screenplay with the United States
27 Copyright Office (a true and accurate copy of a printout from the US Copyright
28 Office database is attached hereto as **Exhibit 1**) registration no. Pau-003855850.

1 Plaintiffs have requested an official copy of the registration itself from the US
2 Copyright Office (which has been delayed due to Covid-19) and will seek to
3 substitute it as Exhibit 1 once received.

4 51. Plaintiffs are the owners of all copyright rights in and to the original
5 creative work, the Screenplay in all of its original, unique and protected
6 permutations, and has never assigned, licensed or otherwise transferred its
7 copyright protection to any of the Defendants, nor to any other third party.

8 52. On or about August 2, 2000, Laiter had a conversation with Taylor
9 by telephone wherein she described the Screenplay to Taylor. During that
10 conference, Taylor stated that Disney wanted to make a film related to the Ride
11 and were discussing the foregoing internally.

12 53. At that time, Taylor solicited a submission of Plaintiffs' Screenplay.
13 Taylor sounded highly interested during the call – which is to be expected since
14 Taylor already knew that Plaintiffs were capable of writing marketable
15 screenplays.

16 54. On or about August 7, 2000, Laiter had a second call with Taylor
17 advising him that she would send the Screenplay to Taylor on August 9, 2000.

18 55. Upon Taylor's request, Laiter submitted the Screenplay to Taylor
19 on August 9, 2000. A true and accurate copy of Laiter's cover letter and the
20 Screenplay itself is attached hereto as **Exhibit 2**.

21 56. At the end of the submission letter, Laiter included the following:
22 "Please let me know as soon as possible as I have a draft that does not have the
23 Disney song or the Ride references that I plan to take to other studios." In other
24 words, the Screenplay stands on its own two feet as a self-contained original
25 creative work, without any dependence upon the Ride. The Ride references
26 were ancillary, and extraneous added solely to make the Screenplay more
27 marketable to Disney.

28

1 57. Thereafter, Plaintiffs hand delivered a sizzle reel about their project
2 (i.e. a one-minute trailer) and original artwork in order to fully present their
3 concepts to Disney. The Screenplay, a sizzle reel and original artwork is
4 collectively referred to as the “Materials”. A true and accurate copy of the
5 artwork is attached hereto as **Exhibit 3**; and the sizzle is being lodged herewith
6 as **Exhibit 4**.

7 58. Plaintiffs waited to hear from Taylor as to whether Defendants
8 would be interested in producing the Screenplay. Much to Plaintiffs’ dismay,
9 they heard nothing from Taylor for a few months. This was especially
10 surprising since Laiter’s letter included a request for Taylor’s prompt response.

11 59. Approximately two (2) months later, in early October 2000,
12 Plaintiffs attended a meeting with Taylor and Harmon at the Disney lot to work
13 on *Red Hood*. Plaintiffs arrived early for the meeting and were brought into
14 Taylor’s office to wait for him.

15 60. It was at that time that they specifically witnessed their Materials -
16 the Screenplay and artwork on a coffee table in Taylor’s office.

17 61. Pleasantly surprised, Plaintiffs mentioned the Screenplay to
18 Harmon and asked whether they would be discussing the Screenplay. Almost
19 immediately thereafter, Plaintiffs were quickly ushered out of Taylor’s office.

20 62. When the *Red Hood* meeting officially commenced in Taylor’s
21 office a short time later, all Materials including the Screenplay were removed
22 and the meeting ended abruptly. Plaintiffs’ invitation to the Disney lot was
23 unceremoniously revoked immediately thereafter.

24 63. Thereafter, Plaintiffs were not invited back to meet with either
25 Taylor or other executives at Defendant Disney regarding *Red Hood* or any other
26 project.

27 64. Shortly thereafter, Laiter was informed by Taylor via telephone that
28 the Defendants were going to pass on the project due to the presence of children

1 in the Screenplay. This seemed to be a strange reason to pass given children are
2 in most of Disney's films and television shows.

3 **PLAINTIFF'S ORIGINAL SCREENPLAY WAS NOT RETURNED**
4 **UNTIL THE FILM WAS IN PRODUCTION**

5 65. It is custom and practice in the film industry for original works to
6 be returned immediately to the agent or individual who submitted the work when
7 a studio passes on a project. This is an industry accepted standard designed to
8 prevent the "unintentional" copying of original spec screenplays.

9 66. However, at the time that Defendants passed on Plaintiffs' original
10 spec screenplay, it was not returned to Laiter.

11 67. Instead, just over two years later, on November 26th, 2002, the
12 Screenplay was returned to Plaintiff Martinez, via U.S.P.S. Priority Mail, with
13 the return address of Taylor ("B. Taylor") at Disney. A true and accurate copy
14 of the return envelope is attached hereto as **Exhibit 5**.

15 68. Upon information and belief, in or about September of 2002,
16 Defendants already drafted the final version of the "Shooting Script" (which is
17 the final version of a screenplay used in filming) and production began on the
18 Film on October 9, 2002. Therefore, by the time the original spec screenplay
19 was returned to Plaintiff Martinez, Defendants were already in production on the
20 Film which incorporated significant, striking and substantial elements from
21 Plaintiffs' Screenplay. Defendants had over two (2) years to pour over the
22 contents of the Screenplay, and pirate it as they so desired.

23 69. Upon information and belief, in or about May of 2001, Taylor was
24 promoted from Director of Production to Vice President of Production at
25 Disney.

26 **DISNEY RELEASES PIRATES OF THE CARIBBEAN IN 2003**

27 70. The first "*Pirates of the Caribbean*" film, "*Pirates of the*
28 *Caribbean: The Curse of the Black Pearl*" (the "Film") premiered just over

1 seven months later, on June 28, 2003. This was the first installment in what
2 turned out to be an incredibly successful franchise for Disney.

3 71. Thereafter, on June 24, 2006, Defendants released *Pirates of the*
4 *Caribbean: Dead Man's Chest* ("POTC 2") in theaters nationwide. POTC 2 is a
5 direct sequel to the Film and a derivative work thereof. POTC 2 utilizes the
6 same basic core expression of the Screenplay as well containing other
7 similarities according to proof. POTC 2 is therefore a separate infringement of
8 Plaintiff's Screenplay.

9 72. On May 25, 2007, Defendants released *Pirates of the Caribbean: At*
10 *World's End* ("POTC 3") in theaters nationwide. POTC 3 is a direct sequel to
11 the Film and a derivative work thereof. POTC 3 utilizes the same basic core
12 expression of the Screenplay, as well containing other similarities according to
13 proof. POTC 3 is therefore a separate infringement of Plaintiff's Screenplay.

14 73. On May 7, 2011, Defendants released *Pirates of the Caribbean: On*
15 *Stranger Tides* ("POTC 4") in theaters nationwide. POTC 4 is a direct sequel to
16 the Film and a derivative work thereof. POTC 4 utilizes the same basic core
17 expression of the Screenplay as well containing other similarities according to
18 proof. POTC 4 is therefore a separate infringement of Plaintiff's Screenplay.

19 74. On May 26, 2017, Defendants released *Pirates of the Caribbean:*
20 *Dead Men Tell No Tales* ("POTC 5") in theaters nationwide. POTC 5 is a direct
21 sequel to the Film and a derivative work thereof. POTC 5 utilizes the same
22 basic core expression of the Screenplay as well containing other similarities
23 according to proof. POTC 5 is therefore a separate infringement of Plaintiff's
24 Screenplay.

25 75. Many of the similarities identified hereinbelow carried over
26 throughout the entire *Pirates of the Caribbean* franchise.

27 76. In 2020, Disney announced that a sixth installment in the Film
28 franchise is being planned for release.

1 77. Upon information and belief, the entire POTC Franchise has earned
2 Disney approximately \$40,000,000,000 which figure is growing by the second
3 given the vast amount of ticket sales, DVD/Blu-ray and downloaded content,
4 television and streamed content, merchandise, and books and video games.

5 78. Inexplicably, in or about 2011 or 2012, Taylor sent Plaintiff
6 Martinez several movie posters for the Film.

7 **THE SCREENPLAY AND DISNEY'S FILM ARE**
8 **SUBSTANTIALLY SIMILAR**

9 79. The Defendants intentionally, blatantly, and without authorization
10 copied the Plaintiffs' Screenplay. Themes, settings, pace, plot, sequence of
11 events, mood, several characters, and dialogues from the Screenplay, some
12 practically verbatim, have been copied by the Defendants.

13 80. David Román, a Professor in the Department of English at the
14 University of Southern California, performed an in depth review and analysis of
15 the Screenplay and the Film and has determined that "there are enough
16 important similarities between the two works to merit a conclusion that one is
17 substantially similar to the other" and otherwise as set forth in his report attached
18 hereto. Report, pg. 1.

19 81. Professor Román holds a PhD and an Master of Arts in
20 Comparative Literature from the University of Wisconsin at Madison and is the
21 author of several award-winning books on twentieth and twenty-first century
22 American literature and culture. Before teaching at USC, Professor Román
23 taught at the University of Washington and Yale University. A true and
24 accurate copy of Professor Román's expert report along with his *curriculum*
25 *vitae* is attached hereto as **Exhibit 6**.

26 82. Furthermore, Professor Román has acknowledged, verified and
27 confirmed each of the additional similarities, which were specifically identified
28

1 in Plaintiffs' Corrected Opening Brief filed with the Ninth Circuit Court of
2 Appeals on October 8, 2019 as follows:

3 **Characters**

4 a. Main Character: Captain Davey Jones v. Captain Jack Sparrow

5 83. In the Screenplay, Davey Jones is described as a cocky, dashing
6 young rogue who is a talented pirate. Similarly, in the Film, Jack Sparrow is a
7 dashing young rogue character that is cocky, and a highly adept pirate (*Pirates*
8 *of the Caribbean: The Curse of the Black Pearl*, at 00:08:52; 00:09:43;
9 00:09:58). For example, in the Film, Jack Sparrow struts down the plank of a
10 boardwalk to steal a ship, taunts British guards by saying "but you have heard of
11 me" and flashes a coy smile at the guards while stealing their ship (*Pirates of the*
12 *Caribbean: The Curse of the Black Pearl*, at 00:11:40; 00:18:20; 00:46:50).

13 84. Both Jack Sparrow and Davey Jones are also morally ambiguous,
14 opportunistic and more concerned with rum than piracy. The character of
15 Captain Jack Sparrow is introduced as a morally ambiguous, opportunistic pirate
16 who is more concerned with his ship, the Black Pearl, rum and women, than
17 being a pirate (*Pirates of the Caribbean: The Curse of the Black Pearl*, at
18 00:10:29; 00:10:41; 00:12:10; 00:44:13; 01:36:00-01:39:00; 01:40:20-40). It is
19 said of Jack Sparrow early in the Film: "That is without a doubt the worst pirate
20 I have ever seen." (*Pirates of the Caribbean: The Curse of the Black Pearl*, at
21 00:18:17-20; 00:46:40). Similarly, in the Screenplay the Rascal Scoundrels
22 question Davey Jones' reputation saying: "the great Davey Jones, huh? That's
23 some legend you've got there".

24 85. Davey Jones has a significant alcohol problem and is disillusioned
25 with piracy. Similarly, Jack Sparrow has a significant alcohol problem and is
26 also disillusioned with piracy (*Pirates of the Caribbean: The Curse of the Black*
27 *Pearl*, at 00:53:58; 01:35:40-01:36:40; 01:41:01). Both Jones and Sparrow want
28 to be known as great pirates, and are even encouraged at some point to be the

1 | pirates they once were, or that legend claims them to be (*Pirates of the*
2 | *Caribbean: The Curse of the Black Pearl*, at 00:18:20; 01:37:17); however, they
3 | routinely fail at doing so. The Rascal Scoundrels are disappointed in Davey
4 | Jones, who is always drunk, just as others are disappointed in Jack Sparrow who
5 | is always drunk (*Pirates of the Caribbean: The Curse of the Black Pearl*, at
6 | 00:53:58; 01:35:40; 01:39:00).

7 | b. Main Character: Captain Jack Nefarious v. Captain Barbossa

8 | 86. In the Screenplay, Captain Jack Nefarious is sinister, morally
9 | ambiguous and opportunistic. Nefarious is a pirate that is more concerned with
10 | finding treasure by any means necessary, including forcing Davey Jones
11 | overboard while taking his ship. Similarly, in the Film, Captain Barbossa is seen
12 | as sinister, morally ambiguous and opportunistic. For example, Barbossa betrays
13 | Sparrow, maroons him on an island and hijacks the Black Pearl. (*Pirates of the*
14 | *Caribbean: The Curse of the Black Pearl*, at 01:06:25). Nefarious/Barbossa were
15 | originally Davey Jones'/Jack Sparrow's first mates and the pairs quickly become
16 | arch-rivals in both the Screenplay and the Film (*Pirates of the Caribbean: The*
17 | *Curse of the Black Pearl*, at 00:29:45; 00:53:12; 01:07:00; 01:52:25). In yet
18 | another parallel, Nefarious and Barbossa both even shoot their own crew
19 | member to further their own objectives (*Pirates of the Caribbean: The Curse of*
20 | *the Black Pearl*, at 01:13:03). However, both characters somehow remain
21 | infinitely likable and charming in their own way. *See generally*, Screenplay and
22 | Film.

23 | c) Supporting Characters: Rascal Scoundrels v. Jack Sparrow's
24 | Crew

25 | 87. In the Screenplay, the Rascal Scoundrels are introduced as a ragtag
26 | crew of orphans, fiercely loyal to Davey Jones. The Rascal Scoundrels are
27 | immature, as demonstrated by their slapstick humor, yet they have violent
28 | tendencies. Appellants' Screenplay depicts this crew of Rascal Scoundrels led by

1 a dissolute, charismatic pirate captain – Davey Jones. The Scoundrels, as
2 orphaned children, are fascinated with the pirate life.

3 88. In the Film, (as in the Screenplay,) Jack Sparrow’s crew is
4 introduced in a shipping port town: they are all simple-minded and childlike
5 (engaging in juvenile slapstick humor,) yet have violent and opportunistic
6 tendencies. (*Pirates of the Caribbean: The Curse of the Black Pearl*, at
7 00:50:43; 1:01:06). While Jack Sparrow’s crew may not be children, they are
8 very childlike in behavior. Furthermore, Pintel and Ragetti (albeit members of
9 Barbossa’s crew) provide comic relief throughout the Film, such as when they
10 dress up as women to confuse British soldiers, but are also shown as having
11 violent tendencies, similar to the Rascal Scoundrels in the Screenplay (*Pirates of*
12 *the Caribbean: The Curse of the Black Pearl*, at 00:30:51; 01:49:07-24).

13 89. In yet another purported coincidence, the character Stink in the
14 Screenplay is described as round and plump, with a funny pudgy face, gulping
15 down the last piece of whatever he was eating. Stink is vile and smelly. In the
16 Film, the character Gibbs, who is round and plump with a pudgy face, is known
17 to sleep with pigs and is also described as smelly (*Pirates of the Caribbean: The*
18 *Curse of the Black Pearl*, at 00:51:31; 00:52:11).

19 d) Supporting Character: Jane v. Elizabeth

20 90. In the Screenplay, the character of Jane, is a young woman who
21 lives in the shipping port town, and longs for adventure on the high seas.
22 Similarly, in the Film, Elizabeth is a young woman who lives in the shipping
23 port town and dreams of pirates and adventure on the high seas. (*Pirates of the*
24 *Caribbean: The Curse of the Black Pearl*, at 00:00:32-00:00:52; 00:01:55). In
25 fact, she says “I think it’d be rather exciting to meet a pirate” (*Pirates of the*
26 *Caribbean: The Curse of the Black Pearl*, at 00:01:25). Both Jane/Elizabeth rise
27 to the occasion to become fierce warriors and competent pirates, far from being
28 the stereotypical “damsel in distress.” (01:59:53). In addition, both

Jane/Elizabeth are sly and cunning, tricking Nefarious/Barbossa to prevent them from finding the final treasure (*Pirates of the Caribbean: The Curse of the Black Pearl*, at 00:39:45).

Pace and Sequence of Events

91. The pace and sequence of events in the Screenplay is mirrored in the Film. The Screenplay is fun and fast-paced. The Film is also fun and fast-paced. The sizzle reel prepared by the Plaintiffs that accompanied their Screenplay envisions a fast paced, feature-length film. The following is a synopsis of the sequence of events of the Screenplay and the Film:

92. The Screenplay and Film both uniquely begin with a prologue set around ten years earlier that introduces the characters and love interests before the story begins (*Pirates of the Caribbean: The Curse of the Black Pearl*, at 00:01:27). In the Screenplay, a privateer ship and a pirate ship exchange cannon fire while Jane and Davey Jones first appear. The opening of *The Curse of the Black Pearl* shows the aftermath of a privateer ship torn apart by cannon fire after being attacked by pirates where Elizabeth first meets Will (*Pirates of the Caribbean: The Curse of the Black Pearl*, at 00:02:26-00:02:54). Thereafter, in the Screenplay, Davey Jones is engaged in a series of battles with his arch rival and former first mate, Captain Jack Nefarious.

93. Similarly, in the Film, Jack Sparrow and his crew are thereafter engaged in a series of battles with his former first mate, Captain Barbossa (*Pirates of the Caribbean: The Curse of the Black Pearl*, at 01:06:10; 01:25:11-02:01:36).

94. In both the Screenplay and the Film, the Davey Jones and Jack Sparrow characters are formally introduced at gunpoint (*Pirates of the Caribbean: The Curse of the Black Pearl*, at 00:17:40). The backstory to Captain Barbossa in the Film is that Barbossa initiated a mutiny where Jack Sparrow was kicked off the Black Pearl so that Barbossa could commandeer the ship to seek

1 treasure. (*Pirates of the Caribbean: The Curse of the Black Pearl*, at 01:06:25).
2 Similarly, in the Screenplay, Captain Nefarious' rivalrous history with Davey
3 Jones begins when Nefarious betrays Davey Jones, taking his ship and treasure
4 map.

5 95. Both works continue when Nefarious/Barbossa attack the shipping
6 port town in the present looking for key items they need to get to the treasure
7 (*Pirates of the Caribbean: The Curse of the Black Pearl*, at 00:29:08-00:37:10).
8 In both battles, the supernatural pirates are first revealed (*Pirates of the*
9 *Caribbean: The Curse of the Black Pearl*, at 00:37:10). During the course of the
10 battle, both Davey Jones/Jack Sparrow manage to escape unscathed (*Pirates of*
11 *the Caribbean: The Curse of the Black Pearl*, at 00:44:28). However, in both,
12 Nefarious/Barbossa also manage to take Jane/Elizabeth captive, imprisoning
13 them on their ships (*Pirates of the Caribbean: The Curse of the Black Pearl*, at
14 38:00).

15 96. Next, Davey Jones/Jack Sparrow and their crews make their way to
16 an ominous island (*Pirates of the Caribbean: The Curse of the Black Pearl*,
17 1:05:08). In the Screenplay this occurs on "Calavera Island,"; in the Film, it
18 occurs on "Isla de Muerta," (*Pirates of the Caribbean: The Curse of the Black*
19 *Pearl*, 01:05:08).¹ Both islands hold the promise of the final treasure, but leave
20 the characters disappointed by the actual outcome (*Pirates of the Caribbean:*
21 *The Curse of the Black Pearl*, at 01:12:33).

22 97. After leaving the island, Davey Jones/Jack Sparrow endure a series
23 of conflicts with Nefarious/Barbossa that culminate in a fierce ship battle as the
24 characters reach the cavern containing the final treasure. (*Pirates of the*
25

26 ¹ Translating the names of both islands from Spanish reveals that even the
27 names are similar. "Calavera Island" means "Skull Island," while "Isla de Muerta"
28 translates to "Island of the Dead." Both islands also have physical attributes that
include half-submerged skulls (*Pirates of the Caribbean: The Curse of the Black*
Pearl, 01:05:08).

1 | *Caribbean: The Curse of the Black Pearl*, at 01:50:45) During both battles, the
2 | characters escape the ships by rowboat to enter the treasure cavern (*Pirates of*
3 | *the Caribbean: The Curse of the Black Pearl*, at 01:50:38).

4 | 98. Once the characters enter the cavern in the climax of both the
5 | Screenplay and the Film, Davey Jones/Jack Sparrow fight Nefarious/Barbossa
6 | and their supernatural crews over the sought after treasure (*Pirates of the*
7 | *Caribbean: The Curse of the Black Pearl*, 01:52:25-02:00:00). Both battles show
8 | swords sticking through the rib cages of skeletons, (*Pirates of the Caribbean:*
9 | *The Curse of the Black Pearl*, at 01:55:48) and during this swordfight,
10 | Barbossa/Nefarious say to their adversary that they “can’t die”/”can’t [be] beat”
11 | (*Pirates of the Caribbean: The Curse of the Black Pearl*, at 1:55:16-18).
12 | However, Davey Jones/Jack Sparrow find a way to defeat their adversaries and
13 | flee the cavern by rowboat with Jane/Elizabeth (*Pirates of the Caribbean: The*
14 | *Curse of the Black Pearl*, at 02:04:20). Despite both caves being filled with gold
15 | and jewels, Davey Jones/Jack Sparrow only end up being able to take a small
16 | fraction of the treasure with them while escaping the cavern (*Pirates of the*
17 | *Caribbean: The Curse of the Black Pearl*, at 02:04:20). As they emerge from the
18 | treasure caverns Davey Jones/Jack Sparrow are finally rescued, not by their
19 | crews, but by privateer ships (*Pirates of the Caribbean: The Curse of the Black*
20 | *Pearl*, at 02:04:37). Both works conclude in the bay of the port town, with
21 | Davey Jones/Jack Sparrow aboard their respective ships, and returned to their
22 | former positions as prestigious captains (*Pirates of the Caribbean: The Curse of*
23 | *the Black Pearl*, at 2:12:00).

24 | 99. Neither the Film nor Screenplay is a love story; they are both action
25 | films with supernatural elements. However, both make reference to the
26 | importance of romantic relationships – in the Film, Jack Sparrow says that “not
27 | all treasure is silver and gold” in reference to Will Turner’s relationship with
28 | Elizabeth Swan, and in the Screenplay Davey Jones pronounces to his love

1 interest, Jane, that what “we have is far greater than any treasure!” (*Pirates of*
2 *the Caribbean: The Curse of the Black Pearl*, at 01:09:55).

3 **Dialogue**

4 100. The Screenplay and the Film have several instances of similarity of
5 dialogue. In the Film, the Black Pearl is described as “A ship with black sails,
6 that’s crewed by the damned” (*Pirates of the Caribbean: The Curse of the Black*
7 *Pearl*, 00:12:54-55) and in the Screenplay “His ghost sails the seas in his ghost
8 ship”. While a black ship with black sails may be common in pirate lore or pirate
9 stories, the use of the description and visual imagery of this ship is strikingly
10 similar; moreover, as discussed *infra*, purported “scenes a faire” are **included** in
11 the analysis. Also, the Black Pearl is “captained by a man so evil that hell itself
12 spat him back out.” (*Pirates of the Caribbean: The Curse of the Black Pearl*, at
13 00:12:54-00:13:00). The Screenplay similarly has the dialogue “Legend says
14 that a big sea monster ate him and spat him out”.²

15 101. A quote from the Screenplay states of Nefarious that “[f]or ten
16 years the Phantom has stopped at nothing... and he’ll CRUSH anyone...who gets
17 in his way”. In *The Curse of the Black Pearl*, the characters state of Barbossa
18 and his ship that “She’s been praying on ships and settlements for near ten years.
19 [And] never leaves survivors.” (*Pirates of the Caribbean: The Curse of the*
20 *Black Pearl*, at 00:29:52).

21 102. In the Film, Elizabeth tells Captain Barbossa, “I hardly believe in
22 ghost stories anymore.” (*Pirates of the Caribbean: The Curse of the Black Pearl*,
23 at 00:56:44). Similarly, the Screenplay has the Rascal Scoundrels discussing that
24 the tale of “undead Jack” is an old seaman’s tale and not real. Further, the
25 existence of cursed pirates is touched on throughout the Film. (*Pirates of the*
26 *Caribbean: The Curse of the Black Pearl*, at 00:00:59; 00:37:14; 00:56:30;

27
28 ² A sea monster is also prominent in Sequel #1.

1 00:57:31). Later in the Screenplay two pirates also say “perhaps he be a Ghost!
2 Maybe he thinks he be Phantom Jack” referring to “undead Jack” Nefarious.
3 Nefarious and Barbossa’s dialogue are mirrored in the works as well. While
4 being attacked both pirate villains state that they “can’t die.” (*Pirates of the*
5 *Caribbean: The Curse of the Black Pearl*, at 01:31:32).

6 103. In the Screenplay, Davey Jones tries to convince a woman in the
7 tavern that he was once a dashing, swashbuckling pirate. In the Film, Jack
8 Sparrow constantly tries to convince everyone of his lore as a great pirate
9 (*Pirates of the Caribbean: The Curse of the Black Pearl*, at 00:18:20).
10 Furthermore, both Davey Jones and Jack Sparrow are slapped by women in
11 comedic scenes. In the Screenplay the woman states, “You had that coming,
12 Davey Jones!”. In the Film, Jack Sparrow says, “Not sure I deserved that,”
13 followed by “I may have deserved that.” (*Pirates of the Caribbean: The Curse of*
14 *the Black Pearl*, at 00:51:20-30). While the latter may be funnier than the
15 former, they convey the same message.

16 **Plot**

17 104. In addition to the similarities in plots/sequence of events between
18 the Screenplay and the Film identified herein above, both also contain scenes
19 that are so unique they cannot be considered *scènes à faire*. See, “Sequence of
20 Events” *supra*; “Theme” *infra*.

21 105. For example, when Jane/Elizabeth are first taken hostage by
22 Nefarious/Barbossa, they are both brought aboard ship where they are taken past
23 crew members before meeting with Nefarious/Barbossa directly. (*Pirates of the*
24 *Caribbean: The Curse of the Black Pearl*, at 00:38:15). In the Screenplay, Jane
25 is heckled by crew members while being escorted across the deck.

26 106. After being insulted, one crew member tries to attack Jane before
27 Nefarious intervenes. Nefarious, in response, reprimands the crew member as a
28 warning to the rest of the crew not to harm Jane. *Id.* In the Film, Elizabeth is

1 similarly heckled by crew members on the deck of the ship before meeting face
2 to face with Barbossa (*Pirates of the Caribbean: The Curse of the Black Pearl*,
3 at 00:38:09). As she attempts to respond, she is slapped by one of the crew
4 members (*Pirates of the Caribbean: The Curse of the Black Pearl*, at 00:38:13).
5 Just as Elizabeth is struck, Barbossa appears, grabs the crew member's arm and
6 threateningly warns that no one is to lay a hand on her. (*Pirates of the*
7 *Caribbean: The Curse of the Black Pearl*, at 00:38:18).

8 107. In another uniquely similar scene, male pirates in the Screenplay
9 and Film poorly disguise themselves as women to deceive enemies during battle
10 (*Pirates of the Caribbean: The Curse of the Black Pearl*, at 01:50:18). In the
11 Screenplay, Davey Jones dresses as a "wench" before revealing himself and
12 attacking the invading pirates. The scene is comedic, with one of the pirates
13 attempting to kiss Davey Jones before he says "Love hurts" and strikes the
14 pirate. *Id.* In the Film, two members of Barbossa's crew dress up as young
15 maidens to create a distraction and mount a surprise attack (*Pirates of the*
16 *Caribbean: The Curse of the Black Pearl*, at 01:50:18). The otherwise rugged
17 pirates fan each other, even complimenting each other's outfits before viciously
18 engaging in sword fights with enemies (*Pirates of the Caribbean: The Curse of*
19 *the Black Pearl*, at 01:58:46).

20 108. In yet another remarkable similarity, Davey Jones/Jack Sparrow
21 both take control of their rivals' ghost ships in the Screenplay and Film in almost
22 the exact same manner. In the Screenplay, while Davey Jones is busy fighting
23 Nefarious and his supernatural pirates, Davey Jones' crew is able to climb
24 aboard the unoccupied Phantom Ship. The crew takes control of the ship without
25 Davy Jones, bringing him aboard only at the last minute during a hot pursuit. In
26 the Film, Jack Sparrow's crew also takes the Black Pearl while Barbossa and his
27 crew are fighting Jack and other enemies (*Pirates of the Caribbean: The Curse*
28 *of the Black Pearl*, at 01:58:46). After regaining control of the empty Black

1 Pearl without Jack, they likewise welcome him aboard at the conclusion of a hot
2 pursuit. (*Pirates of the Caribbean: The Curse of the Black Pearl*, at 02:09:53).

3 109. The three comparisons are a non-exhaustive list of scenes from the
4 Screenplay and Film with stark parallels. They are far from similarities of
5 generic pirate elements; they evidence substantial copying.

6 **Theme**

7 110. Supernatural elements and undead pirates are one of the main
8 recurring themes of the Screenplay, as it is in the Films. Captain Barbossa says
9 to Elizabeth “You better start believing in ghost stories Ms. Turner, you’re in
10 one.” (*Pirates of the Caribbean: The Curse of the Black Pearl*, at 1:00:25). The
11 “hook” of the Screenplay and the Film that made it new, different, and exciting
12 was the supernatural theme: supernatural undead/ghost pirates (ER 249; 259;
13 265; 267-68; 277) (*Pirates of the Caribbean: The Curse of the Black Pearl*, at
14 00:37:09; 00:58:54; 01:00:45).

15 111. Similarly, the theme of the Screenplay centers on a pirate ghost
16 story. In the Screenplay, Davey Jones discusses ghost stories with the Rascal
17 Scoundrels telling them that “There is no Phantom Jack. It’s an old seaman’s
18 tale” and that Jack’s “ghost ship” is not real. But in fact they are. In the
19 Screenplay, Stink says that “a big sea monster ate [Jack Nefarious] and then spit
20 him out”. In the Film, Captain Barbossa’s ship is described as “A black ship
21 with black sails, crewed by the damned” and “captained by a man so evil that
22 hell itself spat him back out.” (*Pirates of the Caribbean: The Curse of the Black*
23 *Pearl*, at 00:12:55; 00:13:00).

24 112. Indeed, while Captain Barbossa and his crew are not trying to find
25 lost treasure, but rather trying to return it, as argued by Appellees, it is a
26 distinction without a difference: Barbossa and his crew are *seeking* treasure
27 (including the gold medallion worn by Elizabeth), which will break the curse
28

1 that made them undead. This search for treasure advances the main theme and
2 plot of the Screenplay and Film.

3 113. Another common theme in both the Screenplay and Film are Davey
4 Jones/Jack Sparrow's redemption. In both works, Davey Jones/Jack Sparrow are
5 first depicted as shells of their former selves (*Pirates of the Caribbean: The*
6 *Curse of the Black Pearl*, at 00:18:17-20. However, throughout both works they
7 demonstrate their true character, defeating the rivals that have haunted them and
8 returning to their former glory (*Pirates of the Caribbean: The Curse of the Black*
9 *Pearl*, at 02:12:00).

10 **Mood**

11 114. There is slapstick humor in both films. In the Film, the monkey
12 provides slapstick humor throughout, as do the characters of Pintel and Ragetti
13 (members of Barbossa's crew), much like the Rascal Scoundrels do in the
14 Screenplay.

15 115. In the Screenplay, the emotion that is invoked when the true nature
16 of the supernatural pirates is revealed is substantially similar to the emotion
17 invoked during the same events in the Film: an eerie mood (*Pirates of the*
18 *Caribbean: The Curse of the Black Pearl*, at 00:37:07).

19 116. The presence of a black ship, black sails, fog indicating the arrival
20 of the ship, as well as other "common" pirate symbols are used in substantially
21 the same selection and arrangement in both the Screenplay and the Film, to
22 create a similar sinister and foreboding mood (*Pirates of the Caribbean: The*
23 *Curse of the Black Pearl*, at 00:04:45; 00:16:52; 00:29:08; 01:21:43).

24 **Setting**

25 117. The Screenplay and the Film share specific settings of specific
26 scenes. The ghost ship (*Pirates of the Caribbean: The Curse of the Black Pearl*,
27 at 00:12:55); the port town (*Pirates of the Caribbean: The Curse of the Black*
28

1 *Pearl*, at 00:29:45); and the cove where the treasure is hidden (*Pirates of the*
2 *Caribbean: The Curse of the Black Pearl*, at 01:08:08).

3 118. The foregoing is by no means an exhaustive recitation of
4 similarities, and are anything but random; they are tied together by theme,
5 sequence of events, and major characters.

6
7 **FIRST CLAIM FOR RELIEF**
8 **(COPYRIGHT INFRINGEMENT REGARDING THE PIRATES OF THE**
9 **CARIBBEAN FILM FRANCHISE)**
10 **(Against All Defendants)**

11 119. Plaintiff repeats, alleges and incorporates by reference the
12 paragraphs hereinabove as though fully set forth herein.

13 120. In or about June of 2003, Defendants the Film to the public.

14 121. Interestingly, Taylor was not credited on the first film although he
15 has stated in interviews and books published later that he created the story with
16 Harmon and Haines. It was not until the second film, "*Pirates of the*
17 *Caribbean: Dead Man's Chest*", released in 2006, that Taylor was credited as a
18 production executive. Indeed, Taylor, the suspected architect of the scheme to
19 steal and copy from Plaintiffs' work, was credited as producer on each of the
20 films except the first one.

21 122. As alleged hereinabove, the named Defendants have infringed upon
22 Plaintiff's copyright by copying wholly original elements from Plaintiff's
23 Screenplay, without any permission, in the Film and the subsequent derivative
24 works released by Defendants.

25 123. Upon information and belief, the named Defendants intentionally
26 broadcast, distributed, published, sold, conveyed, and otherwise exploited the
27 Screenplay without authorization, in violation of Plaintiffs' rights.

28 124. Upon information and belief, the named Defendants have
intentionally violated the Federal Copyright Act, Title 17 U.S.C. § 101 *et seq.*,
entitling Plaintiff to all damages and remedies provided by the Act.

125. Upon information and belief, the named Defendants continue to infringe upon Plaintiff's copyrights, causing Plaintiff irreparable injury and damage, including through cinematic sequels (such as *Dead Man's Chest*, *At World's End*, *On Stranger Tides*, *Dead Men Tell No Tales*, and the recently announced sixth installment) and other related media. Said infringement entitles Plaintiff to actual and statutory damages, injunctive and other relief provided by the Copyright Act.

WHEREFORE Plaintiff prays,

ON ALL CAUSES OF ACTION:

1. For a preliminary and permanent injunction enjoining Defendants from infringing the copyright of Plaintiffs in any manner;
2. For actual damages and profits according to proof;
3. That Defendants be required to pay to Plaintiffs such damages as Plaintiff has sustained in consequence of Defendants' infringements of Plaintiffs' copyright and to account for:
 - a. All gains, profits and advantages derived by Defendants by their infringement of Plaintiffs' copyright or such damages as the court shall deem proper within the provisions of the copyright statute, but no less than \$100,000,000;
 - b. That Defendants deliver up to be impounded during the pendency of this action all copies of said infringing work as in its possession or under its control and deliver up for destruction all infringing copies or other materials used to make infringing copies;
4. For statutory damages, costs, and attorney fees with respect to *Pirates of the Caribbean: The Curse of the Black Pearl* and any other derivative works;
5. For an accounting;
6. For cost of suits and interest; and,

STEVEN T. LOWE, ESQ.
ALEKSANDRA HILVERT, ESQ.
Attorney for
PLAINTIFFS ARTHUR LEE ALFRED,
II, EZEQUIEL MARTINEZ JR.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial on all issues so triable.

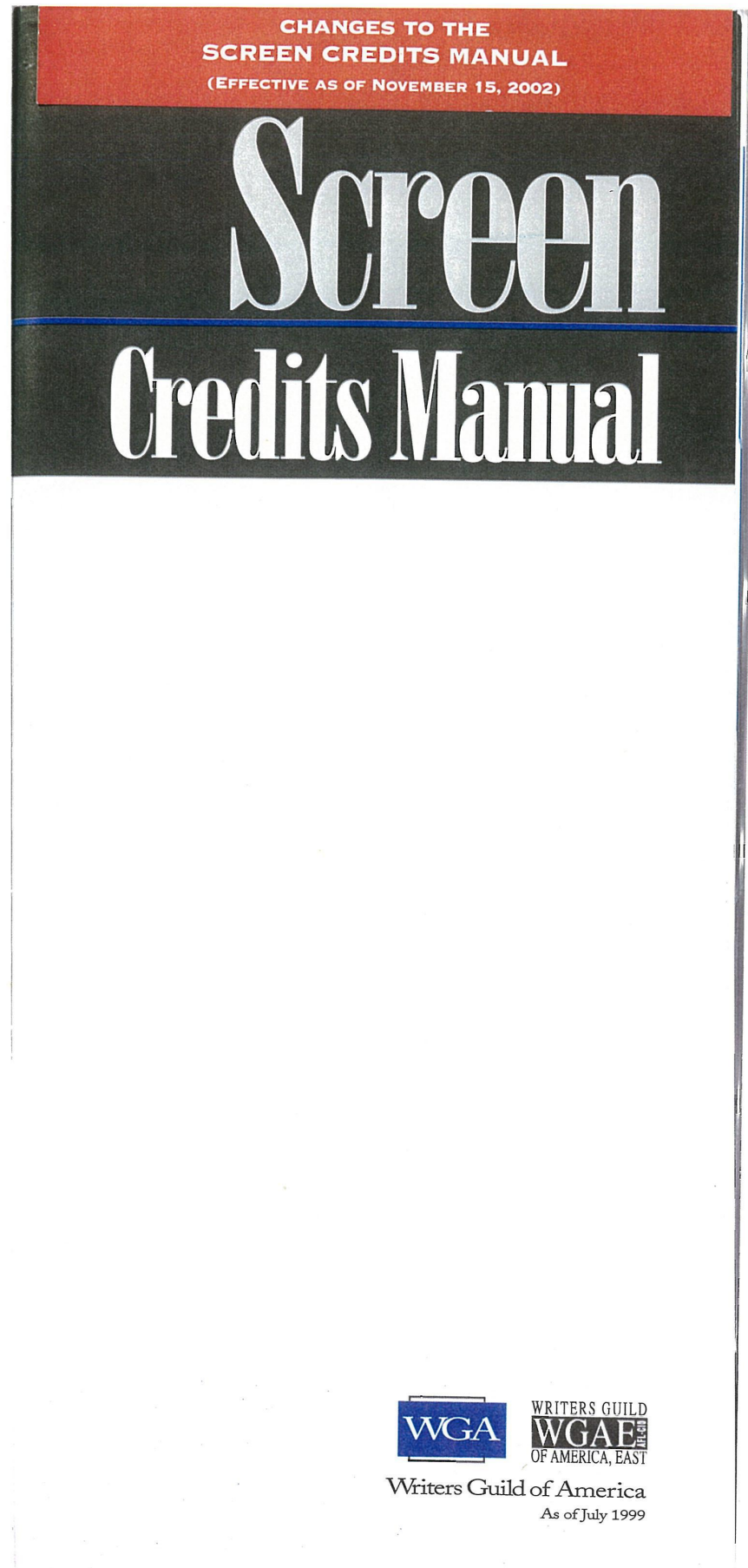
Dated: November 30, 2020

LOWE & ASSOCIATES

/s/ Steven Lowe

STEVEN T. LOWE, ESQ.
ALEKSANDRA HILVERT, ESQ.
Attorney for
PLAINTIFFS ARTHUR LEE ALFRED, II,
EZEQUIEL MARTINEZ JR.

EXHIBIT D



CHANGES TO THE SCREEN CREDITS MANUAL

EFFECTIVE AS OF NOVEMBER 15, 2002

ATTENTION: THE FOLLOWING REPLACES THE EXISTING PROVISION REGARDING THE REQUEST FOR ANONYMITY OF WRITERS ON PAGE 13 OF THE SCREEN CREDITS MANUAL. SECTION II.D.4.C. NOW READS:

ANONYMITY OF WRITERS

The names of all participating writers on the production shall not be revealed to the Arbitration Committee. Writers will be identified to the Arbitration Committee only as "Writer A," "Writer B," etc., such designations to reflect the order in which the participating writers wrote.

ATTENTION: THE FOLLOWING REPLACES THE EXISTING PROVISION REGARDING ORDER OF NAMES ON PAGE 27 OF THE SCREEN CREDITS MANUAL. SECTION III.G. NOW READS:

ORDER OF NAMES

The order of writers' names in a shared credit may be arbitrated. Generally, the most substantial contributor is entitled to first position credit. Where there is no agreement among the arbiters as to order of names, or where the Arbitration Committee determines that the credited writers' contribution is equal, then the Arbitration Committee shall order the writers' names chronologically.

ATTENTION: THE FOLLOWING REPLACES THE EXISTING PROVISION REGARDING SELECTION FROM SOURCE MATERIAL ON PAGE 23 OF THE SCREEN CREDITS MANUAL RULE. SECTION III.B.4.D. NOW READS:

SELECTION FROM SOURCE MATERIAL

As a guideline for arbiters in cases involving a non-original screenplay based upon source material, it is a fundamental principle that selection of **screenplay elements**¹ from the source material is a part of the creative process of writing the screenplay. Arbiters should give weight to any writer's original and unique utilization, choice, or arrangement of source material when it is present in the final shooting script, but not the employment of basic **story elements**² which any other writer may have also selected.

¹ Section III. B. 4.c. of the Screen Credits Manual refers to screenplay elements as follows: dramatic construction; original and different scenes; characterization or character relationships; and dialogue.

² The term "story" means all writing covered by the provisions of the Minimum Basic Agreement representing a contribution "distinct from screenplay and consisting of basic narrative, idea, theme or outline indicating character development and action." (See Section III.A.4.)



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PREFACE

PREFACE

A writer's position in the motion picture or television industry is determined largely by his/her credits. His/her professional status depends on the quality and number of the screenplays, teleplays, or stories which bear his/her name. Writing credit is given for the act of creation in writing for the screen. This includes the creation of plot, characters, dialogue, scenes and all the other elements which comprise a screenplay.

The administration of an accurate and equitable system of determining credits is therefore one of the most important services the Guild performs for writers, and it is to a better understanding of this important responsibility that this Manual is dedicated.

The Guild is asked more than one hundred and fifty times a year to assist in the resolution of controversies between writers over their credits. Arduous and unpleasant as this chore sometimes is, the Guild undertakes it willingly, not only to protect writers from embarrassing personal conflicts but also to ensure the validity of credit records on which the professional status of writers depends.

The guiding principle of this system of credit determination is that the writing credits should be a true and accurate statement of authorship as determined by the rules of this Manual. Fortunately, the written material provides a definite basis for credit determination, and the willingness of experienced writers to read this material carefully and weigh the contributions of the participants ensures a fair and impartial decision arrived at by qualified persons.

The importance of credits demands that writers give the process for determining credits the closest scrutiny. The rules and procedures set down here are based on:

1. the Guild's contractual obligations under the Minimum Basic Agreements; and
2. the Guild's own rules and regulations adopted by the membership, which are put into practice by writers.

I. WORKING PROCEDURES

A. WRITER'S RESPONSIBILITIES WHEN ASSIGNED

1. Notify other writers on the same assignment.

The Company is obligated, under the Minimum Basic Agreement, to notify a writer of all writers currently or previously employed by the Company on the same material. At the request of any participating writer, the Company will notify the writer in writing of the name(s) of any writer(s) employed subsequent to such writer.

The writer's responsibility begins at the moment the writer starts an assignment. A Guild Working Rule requires that the writer ascertain from the proper authorities in the production company the names of any other writers currently assigned to the same material. The writer also must notify any such writers of the fact that the writer has been assigned to the material.

2. File contract at Guild office.

Each member must promptly file with the Guild office a copy of his/her contract of employment, in no case later than one week after receipt of the contract.

3. Keep a copy of all work done.

For fair credit determination it is vital that the writer keep copies of all work done. To be considered in a credit arbitration, literary material must have been submitted by the writer to the Company upon completion of the work or upon purchase. All material should be properly dated and labeled. Copies of story or script suggestions constituting literary material should be kept and must also have been submitted to the Company in writing if the writer wants to claim credit for these contributions. A dated memorandum to the Company can place these suggestions on the record. Literary material submitted to the Company includes submission to individuals authorized by the Company to accept such materials.

B. COLLABORATION: A TEAM OF WRITERS

A "team" of writers is defined as follows: Two writers who have been assigned at about the same time to the same material and who work together for approximately the same length of time on the material.

The Guild does and must presume that when two writers comply with the definition of a team and their names appear jointly on the work that is produced, the whole will be judged as a joint contribution unless a specific objection to this assumption is made at the time of the writing. Such objections should be made in writing to the Screen Credits Administrator and concurrently to the other writer. It is the Guild's position that a writer who chooses to question the validity of a collaboration should do so openly and frankly at the time the work is done and not several months later in the course of a dispute as to credits.

If a writer is employed to work as part of a team in collaboration with a writer also employed in an additional capacity, a collaboration agreement is required in order for the writer also employed in an additional capacity to claim co-authorship of the team's material. (See "Section III.C., Production Executives.")

When credit is accorded to a team of writers, an ampersand (&) shall be used between the writers' names in the credit to denote a writing team. Use of the word "and" between writers' names in a credit indicates that the writers did their work separately, one usually rewriting the other. This distinction is well established in the industry through custom and practice.

C. WRITING INDEPENDENTLY OF PRIOR SCRIPTS

It has been the practice and the policy of arbiters in credit arbitrations to assume that a writer has access to prior literary material, an assumption based on the custom of the industry.

Although a writer may claim in all honesty not to have seen any prior literary material, and/or that the producer had asked the writer not to read any prior literary material; and/or that all copies of prior literary material had been made unavailable for any reason whatsoever, nevertheless, the arbiters must act on the basis that there is presumptive evidence that a writer

did, in fact, have access, in spite of a writer's claim of "writing independently of prior scripts," if a significant similarity exists between a prior piece of literary material and a writer's later literary material. The arbiters must proceed on the basis that the similarities in themselves constitute presumptive evidence that there must have been some sort of access even if the literary material of the prior writer was only orally transmitted, as, for example, from a production executive to a later writer. It is also presumptive evidence that a production executive would relate in some manner or form, directly or inadvertently, formally or informally, significant contents of a prior piece of literary material which may or may not be incorporated in later literary material.

Therefore, it is the policy of the Guild that the written material will prevail, making the lack of or the existence of a significant similarity between the prior or later literary material the deciding factor. Because this presumption is irrebuttable, the claim of writing independently of prior literary material may not be considered by a Policy Review Board.

This section relates only to the presumption that subsequent writers have access to prior writers' literary material. Please see "Section III. Guild Policy on Credits" for contribution necessary to receive credit.

II. CREDIT DETERMINATION PROCEDURE

A. NOTICE OF TENTATIVE WRITING CREDIT

Schedule A of our Minimum Basic Agreement provides that the Company will send to each participant, or to the current agent of a participating writer if that participant so elects, and to the Guild concurrently a Notice of Tentative Writing Credits ("Notice"). The Company also is required to provide each participating writer (or designated agent) a copy of the final shooting script (or if such script is not available, the latest revised script).

A participant is defined as a writer who has participated in the writing of the screenplay, or a writer who has

been employed by the Company on the story and/or screenplay, or a "professional writer"¹ who has sold or licensed literary material subject to the Minimum Basic Agreement. In addition, in the case of a remake, any writer who received writing credit under any WGA Basic Agreement in connection with a prior produced version shall also be a participant. If a participating writer is deceased or unavailable to participate in the credit determination process, such writer may participate through an appropriate representative. As a participant, the writer shall be entitled to participate in the procedure for determination of writing credits.

Although it is the Company's responsibility to send the Notice properly in accordance with the MBA provisions, it is in the best interest of each participating writer to make sure the Guild and the Company always have current address information to ensure proper and timely delivery. If a writer contractually designates an agent or other representative to receive Notices then the writer should periodically remind such representative to forward all Notices in a timely manner so important deadlines are not missed.

If a participating writer intends to be away from his/her residence, or for any other reason will not be able to receive materials at his/her customary mailing address, the writer should give prompt written notice to the Company to send the Notice of Tentative Writing Credits and the Final Shooting Script to a specified representative.

B. WHAT TO DO UPON RECEIPT OF NOTICE

1. If the writer agrees with the tentative writing credits proposed by the Company, the writer does nothing, signifying acquiescence by failure to protest.
2. If after reading the final script, the writer wishes to discuss the credits with the other participating writers involved before deciding whether or not to protest the tentative writing credits, the writer may

¹ The MBA generally defines a "professional writer" as a person who has received employment for a total of thirteen weeks as a television or theatrical motion picture writer; or received credit on the screen for a television or theatrical motion picture; or received credit for a professionally produced play or a published novel. A writer may also negotiate with a Company to be treated as a "professional writer" even if the writer would not otherwise qualify as a "professional writer" under the MBA.

call the Guild and the Guild will make reasonable efforts to arrange for such discussion.

3. If after reading the final script the writer wishes to protest the tentative writing credits as proposed by the Company, the writer sends the following written protest both to the Company and to the Guild:

"HAVE READ FINAL SCRIPT AND HEREBY
PROTEST TENTATIVE WRITING CREDITS
ON (NAME OF PRODUCTION) AND
CONSIDER CREDIT SHOULD BE
_____."

Such written protest must be received by the Company and the Guild within the time specified at the bottom of the Notice of Tentative Writing Credits, but in no event shall this time be less than that specified in the Minimum Basic Agreement which states, "The Company will keep the final determination of screen credits open until a time specified in the notice by the Company, but such time will not be earlier than 6:00 p.m. of the tenth business day following the next day after the dispatch of the notice above specified (12 business days); provided, however, that if in the good faith judgment of the Company there is an emergency requiring earlier determination and the Company so states in its notice, such time may be no earlier than 6:00 p.m. of the fifth business day following the next day after the dispatch of the notice above specified (7 business days)."

No writer should request credit or ask for an arbitration without first having read the final script.

4. In the case of an automatic arbitration, the Guild will be deemed to have made a written request for arbitration of credits at the time the Company submits the Notice of Tentative Writing Credits.

C. AGREEMENT AMONG WRITERS

The Minimum Basic Agreement provides that, when more than one writer has participated in the writing of a motion picture, then all participants have the right to agree unanimously among themselves as to which of them shall receive writing credits on the screen and in what form, provided that the form agreed upon is in

accordance with the terms of Theatrical Schedule A of the Minimum Basic Agreement, and provided the agreement is reached in advance of arbitration. The Minimum Basic Agreement also provides that the form of such credit shall not be suggested or directed by the Company.

Any participant may initiate a meeting or other discussion among all the writers who have contributed to try to reach such an agreement.

After a protest is received by the Guild, if there is an indication that agreement on the credits might be reached by the participants, the Screen Credits Administrator will make reasonable efforts to arrange a meeting or other discussion among the writers for this purpose. If no agreement is reached, credits shall be finally determined by arbitration.

D. ARBITRATION

NOTE: The words "arbitration" and "arbiters" and their variants are used in this Manual in their broadest general, as opposed to technical, sense as implying an expeditious, fair and impartial means of resolving differences among writers as to their credits. There is no intended or implied connection with the more formalized arbitrations conducted in other forums, such as court-ordered arbitrations or union-management arbitrations. Use of the terms "arbitration" and its variants in this Manual does not contemplate that the credit determination procedures hereinafter set forth are to be construed as a form of statutory arbitration or as a grievance/arbitration mechanism such as the one contained in Articles 10 and 11 of the Minimum Basic Agreement.

No individual who serves as an arbiter, consultant, member of a Special Committee or Policy Review Board shall have an interest in the outcome of the credit determination.

1. Selection of Arbiters

Any controversy as to credits shall be determined by an Arbitration Committee consisting of three members of the Guild who shall be drawn from the Screen Arbiters List. The Screen Arbiters List includes writers who have been current members

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for at least five years or who have received three screen credits. At least two of the three arbiters on any Arbitration Committee shall have served on no less than two previous Arbitration Committees.

In setting up a Committee to serve in a particular arbitration, the Screen Credits Administrator shall submit to the participating writers a copy of the Screen Arbiters List. Each participating writer shall have the right to challenge peremptorily a reasonable number of the names on the Screen Arbiters List. The Screen Credits Administrator will select the Arbitration Committee from the names remaining on the list after all participating writers have had the opportunity to file a list of peremptory challenges. Wherever possible, arbiters will be selected who are experienced in the type of writing involved in the particular arbitration.

The members of the Committee so selected shall not be informed as to the name or identity of the other members of the Committee and there shall be no conference among the members of the Committee.

2. Screen Credits Consultants

One member of the Guild's Screen Credits Committee shall be designated by the Screen Credits Administrator to act as Consultant for each Arbitration Committee, and he/she shall be available to the members of that Arbitration Committee for information on policy, rules, precedent, and procedure during the arbitration period. It is his/her duty to aid the Committee toward a majority decision.

3. Anonymity of Arbiters and Consultants

As has always been Guild practice, the names of the arbiters and consultants selected remain anonymous and confidential. The Guild does not reveal the arbiters' or consultants' identities or any identifying information about them to the Company, the participating writers or anyone else outside the credit determination process. Arbiters and consultants volunteer their services in reliance upon the Guild's promise of anonymity.

4. Rights and Responsibilities of Participants

All participating writers are obligated to cooperate with the Guild, including the Screen Credits Administrator, Consultant, Arbitration Committee and Policy Review Board panel, in every way required to render a fair and timely decision.

a. Verification of Materials

The Minimum Basic Agreement requires the Company to submit three copies of all available material written by the participating writers as well as the available source material. Inasmuch as the final determination of credits is based on an analysis of this written material, the writer owes it to himself/herself to examine all literary material and source material submitted to the Guild by the Company and to make certain that all material written by him/her has been submitted and such material is accurately attributed and dated. This may necessitate a trip to the Guild office to examine material.

Under provisions of the Minimum Basic Agreement, the Guild has the right to ask for a cutting continuity which will be provided by the Company if it is available at the time of the arbitration. For this reason, if a writer believes that the "final shooting script" does not accurately reflect what was shot during principal photography, he/she should request the Screen Credits Administrator to ask the Company to submit a cutting continuity. If the cutting continuity is submitted to the Arbitration Committee, it is not credited to any participating writer.

b. Statement to the Arbitration Committee

While the Arbitration Committee bases its decision on literary material, including scripts, stories, treatments, etc., and source material, each participating writer is strongly urged to submit a written statement of his/her position to the Screen Credits Administrator to forward to the arbiters. It is suggested that the statement address the requirements to receive credit as set forth in this Manual, "Section III.

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Guild Policy on Credits." The statement may include breakdowns and illustrative comparisons between the final shooting script and earlier work or any other information which would help the Arbitration Committee to evaluate the writer's contribution to the final shooting script. It is the Guild's policy to preclude references to a writer's entitlement to contingent compensation tied to the receipt of credit on the screen. Participants shall not include such references in their statements. Participating writers also shall not include as part of their statements to the Arbitration Committee any letters of support from other individuals.

Statements should not contain information pertaining to the development process that is not germane to the arbiters' analysis of the literary material. For example, the fact that a project was "greenlit" after a certain draft is irrelevant in determining credits. The Arbitration Committee must base its decision on each writer's relative contribution to the final shooting script, and not on the perceived quality of work or other extraneous factors. In addition, statements may not contain information irrelevant to the written work which may prejudice any writer in the process.

As the written statement is the participant's only opportunity to communicate his/her position to the arbiters, it is advised that the writer take due care in its preparation. There is no set form or required length. Because of the limitation of 21 business days for the arbitration, this statement must be delivered to the Guild within 24 hours after the writer has notice that there has been a protest. At the request of a participating writer, additional time to submit a statement may be granted by the Screen Credits Administrator within the time constraints for determination of credits. Such requests will not be unreasonably denied. A participant's failure to submit a statement in a timely fashion shall not preclude the Guild

from proceeding with an arbitration with the statements then available to the Guild. If a participating writer submits a statement after the materials have been submitted to the Arbitration Committee, the Screen Credits Administrator will forward such statement to the Arbitration Committee, provided such statement is received prior to a decision of the Arbitration Committee.

As a matter of Guild policy, in each arbitration the participants' statements are held confidential by the Guild. They are not provided to other participants, the Company or anyone else outside the credit determination process.

c. Request for Anonymity

At the request of any participating writer, the identities of all participating writers and/or the title of the motion picture shall not be revealed to the Arbitration Committee. Writers will be identified to the Committee only as "Writer A," "Writer B," etc., such designations to reflect the order in which the participating writers wrote on the motion picture. Such requests must be made in writing to the Screen Credits Administrator.

5. Pre-Arbitration Hearing

In the event that a dispute exists as to the authenticity, identification, sequence, authorship or completeness of any literary material to be considered in a credit arbitration, a Special Committee consisting of three members of the Screen Credits Committee shall conduct a hearing at which all participating writers may present testimony and documentary evidence. Such Special Committee is empowered to make a binding determination for purposes of submission of material to the arbiters. Following a decision of a credit Arbitration Committee, findings and/or conclusions of a Special Committee may be reviewed by a Policy Review Board to determine if there has been a misinterpretation, misapplication or violation of Guild policy.

6. Procedure of Arbitration Committee

The following information and material is sent to

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each member of the Arbitration Committee by the Screen Credits Administrator:

- a. Writing credits as tentatively determined by the Company.
- b. Statements submitted by participating writers.
- c. A statement of the issues to be determined by the Committee and any other relevant information as formulated by the Screen Credits Administrator.
- d. Literary material, including scripts, stories, treatments, etc., verified for inclusion in the credit arbitration and source material submitted by the Company, together with a list of the dates of the material in chronological order.

Each participating writer may choose to have submitted those verified literary materials he/she deems relevant to demonstrate his/her writing contribution to the final shooting script. Every draft need not be submitted. Each writer should review his/her material in order to make this determination.

As has been the practice, where appropriate, only the final shooting script and not prior drafts will be submitted to the Arbitration Committee on behalf of the last participating writer.

The literary material submitted to the Arbitration Committee includes material written by participating writers who are not seeking writing credit. This is necessary so that the Arbitration Committee can separate out the contribution of a subsequent writer from that of a prior writer who is not seeking credit.

- e. A copy of this Credits Manual.
- f. Request for telephonic communication to the Screen Credits Administrator by each member of the Arbitration Committee, indicating each arbiter's determination of writing credit, with confirmation of this decision to follow in writing.

Each member of the Arbitration Committee reads all the material submitted independent of the other

two arbiters and makes a decision based on the guidelines for determining credits. In determining relative contributions, the Arbitration Committee bases its determination on what material was actually used, not the Committee's personal preference of one script over another.

Upon reaching a decision, each member of the Arbitration Committee shall telephone it to both the Credit Arbitration Consultant and Screen Credits Administrator and confirm it in writing with a summation of reasons for his/her decision. The majority decision shall be accepted as final and communicated by the Screen Credits Administrator to all interested parties.

7. Appeals Before a Policy Review Board

Within twenty-four hours of the initial notification of the Arbitration Committee's decision, any of the participating writers may request an internal Guild appeal to a Policy Review Board, consisting of the Chair or Vice-Chair and any other two members of the Screen Credits Committee except the Consultant in the case. If the Chair or Vice-Chair are unavailable or otherwise unable to serve on a Policy Review Board, the Policy Review Board shall consist of three members of the Screen Credits Committee. No member of the Policy Review Board shall have an interest in the outcome of the credit determination.

The function of the Policy Review Board is to determine whether or not, in the course of the credit determination, there has been any serious deviation from the policy of the Guild or the procedure as set forth in this Manual.

The members of a Policy Review Board are not permitted to read the material involved for purposes of independently judging writers' contributions to the final shooting script, and the Policy Review Board is not empowered to reverse an Arbitration Committee in matters of judgment as to the participating writers' relative contributions to the final script.

Only the following are grounds for a participant's appeal to a Policy Review Board:

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- a. Dereliction of duty on the part of the Arbitration Committee or any of its members;
- b. The use of undue influence upon the Arbitration Committee or any of its members;
- c. The misinterpretation, misapplication or violation of Guild policy; or
- d. Availability of important literary or source material, for valid reasons not previously available to the Arbitration Committee.

If a writer is considering requesting a Policy Review Board, the writer may request copies of the arbiters' written summaries of their decisions, which will be provided by the Guild without any indication of the arbiters' identities.

Prior to the Policy Review Board hearing, writers requesting such Policy Review Board should submit a written statement to the Policy Review Board setting forth the grounds upon which the Policy Review Board is being requested (i.e., items a., b., c. and/or d. listed above) and the basis for such claims in reasonable detail. It is not necessary to bring an attorney to the Policy Review Board as the hearing is informal, although writers are free to do so if they so choose.

In those cases where it is empowered to act, the Policy Review Board shall have the authority to direct the original Arbitration Committee to reconsider the case or to direct the Screen Credits Administrator to form a new Arbitration Committee.

The Policy Review Board hearing must be held and its decision rendered within the 21 business days allowed for the arbitration under the provisions of the Minimum Basic Agreement.

8. Notification

The Screen Credits Administrator shall write a letter to the Company and the participating writers notifying them of the final decision of the Arbitration Committee.

9. Guild Decision Final

Theatrical Schedule A provides:

"The decision of the Guild Arbitration Committee, and any Policy Review Board established by the Guild in connection therewith, with respect to writing credits, insofar as it is rendered within the limitations of this Schedule A, shall be final, and the Company will accept and follow the designation of screen credits contained in such decision and all writers shall be bound thereby."

"The decision of the Guild Arbitration Committee may be published in such media as the Guild may determine. No writer or Company shall be entitled to collect damages or shall be entitled to injunctive relief as a result of any decision of the Committee with regard to credits. In signing any contract incorporating by reference or otherwise all or part of this Basic Agreement, any writer or Company specifically waives all rights or claims against the Guild and/or its arbiters or any of them under the laws of libel or slander or otherwise with regard to proceedings before the Guild Arbitration Committee and any full and fair publication of the findings and/or decisions of such Committee. The Guild and any writer signing any contract incorporating by reference or otherwise or referring to this Schedule A, and any writer consenting to the procedure set forth in this Schedule A, shall not have any rights or claims of any nature against any Company growing out of or concerning any action of the Guild or its arbiters or any of them, or any determination of credits in the manner provided in this Schedule A, and all such rights or claims are hereby specifically waived."

CREDIT DETERMINATION
PROCEDURE

III. GUILD POLICY ON CREDITS

A. DEFINITIONS:

1. Writer

The term "writer" is defined in the Minimum Basic Agreement. In general, the term "writer" means a person employed by a Company to write literary material or a person from whom a Company purchased literary material who at the time of purchase was a "professional writer," as defined in the Minimum Basic Agreement.

For purposes of credit, a team of writers, as defined in the Screen Credits Manual Section I.B., is considered as one writer.

If literary material covered under the Minimum Basic Agreement is written by one member of a team, separate and apart from the work of the team, such literary material shall be considered separate from the literary material by the team for purposes of assessing contributions to the final shooting script. Therefore, such individual is eligible to receive writing credit as an individual writer and/or as a member of a team.

2. Literary Material

Literary material is written material and shall include stories, adaptations, treatments, original treatments, scenarios, continuities, teleplays, screenplays, dialogue, scripts, sketches, plots, outlines, narrative synopses, routines, and narrations, and, for use in the production of television film, formats.

3. Source Material

Source material is all material, other than story as hereinafter defined, upon which the story and/or screenplay is based.

This means that source material is material assigned to the writer which was previously published or exploited and upon which the writer's work is to be based (e.g., a novel, a produced play or series of published articles), or any other material written outside of the Guild's jurisdiction (e.g., literary material purchased from a non-profession-

al writer). Illustrative examples of source material credits are: "From a Play by", "From a Novel by", "Based upon a Story by", "From a series of articles by", "Based upon a Screenplay by" or other appropriate wording indicating the form in which such source material is acquired. Research material is not considered source material.

4. Story

The term "story" means all writing covered by the provisions of the Minimum Basic Agreement representing a contribution "distinct from screenplay and consisting of basic narrative, idea, theme or outline indicating character development and action."

It is appropriate to award a "Story by" credit when: 1) the story was written under employment under Guild jurisdiction; 2) the story was purchased by a signatory company from a professional writer, as defined in the Minimum Basic Agreement; or 3) when the screenplay is based upon a sequel story written under the Guild's jurisdiction. If the story is based upon source material of a story nature, see "screen story" below.

5. Screen Story

Credit for story authorship in the form "Screen Story by" is appropriate when the screenplay is based upon source material and a story, as those terms are defined above, and the story is substantially new or different from the source material.

6. Screenplay

A screenplay consists of individual scenes and full dialogue, together with such prior treatment, basic adaptation, continuity, scenario and dialogue as shall be used in, and represent substantial contributions to the final script.

A "Screenplay by" credit is appropriate when there is source material of a story nature (with or without a "Screen Story" credit) or when the writer(s) entitled to "Story by" credit is different than the writer(s) entitled to "Screenplay by" credit.

7. "Written by"

The term "Written by" is used when the writer(s) is

entitled to both the "Story by" credit and the "Screenplay by" credit.

This credit shall not be granted where there is source material of a story nature. However, biographical, newspaper and other factual sources may not necessarily deprive the writer of such credit.

8. **"Narration Written by"**

"Narration Written by" credit is appropriate where the major writing contribution to a motion picture is in the form of narration. The term "narration" means material (typically off-camera) to explain or relate sequence or action (excluding promos or trailers).

9. **"Based on Characters Created by"**

"Based on Characters Created by" is a writing credit given to the writer(s) entitled to separated rights in a theatrical or television motion picture on each theatrical sequel to such theatrical or television motion picture.

Where there are no separated rights, "Based on Characters Created by" may be accorded to the author of source material upon which a sequel is based.

10. **"Adaptation by"**

This credit is appropriate in certain unusual cases where a writer shapes the direction of screenplay construction without qualifying for "Screenplay by" credit. In those special cases, and only as a result of arbitration, the "Adaptation by" credit may be used.

B. RULES FOR DETERMINING CREDIT:

In determining relative contribution, the relevant factors shall be what material was actually used, not the Arbitration Committee's personal preference of one script over another.

A team of writers shall be treated in all respects as a single writer.

1. **"Written by"**

(See Section III.A.7.)

2. "Story by"

(See Section III. A.4)

Story credit may not be shared by more than two writers.

A story may be written in story form or may be contained within other literary material, such as a treatment or a screenplay, for purposes of receiving a "Story by" credit.

3. "Screen Story by"

(See Section III. A.5)

Screen Story credit may not be shared by more than two writers.

If the writer is furnished source material but takes from it only a springboard, a characterization, an incident or some equally limited contribution, creating a substantially new and different story from the source material, he/she may receive "Screen Story by" credit but only as the result of arbitration. In such cases, the author of the source material may be given credit that specifies the form in which such material was acquired -- for instance, "From a Play by," "From a Novel by," "From a Saturday Evening Post Story by," "From a Series of Articles by," "Based on a Story by," etc.

4. "Screenplay by"

(See Section III. A.6)

Screen credit for screenplay will not be shared by more than two writers, except that in unusual cases, and solely as the result of arbitration, the names of three writers or the names of writers constituting two writing teams may be used. The limitation on the number of writers applies to all feature length photoplays except episodic pictures and revues.

a. Percentage Requirements

Any writer whose work represents a contribution of more than 33% of a screenplay shall be entitled to screenplay credit, except where the screenplay is an original screenplay. In the case of an original screenplay, any subsequent writer or writing team must contribute 50% to the final screenplay.

GUILD POLICY ON
CREDITS

b. Original and Non-Original Screenplays

For purposes of determining "Screenplay by" credit only, two categories of screenplays are recognized:

- (1) Original screenplays (i.e., those screenplays which are not based on source material and on which the first writer writes a screenplay without there being any other intervening literary material by another writer pertaining to the project).² If a writer is furnished or uses research material, the screenplay is still considered an original screenplay; and
- (2) Non-original screenplays (i.e., screenplays based upon source material and all other screenplays not covered in (1) above, such as sequels).

c. Additional Guidelines for the Arbiters in Determining Screenplay Credit

In each case, the arbiters read any source material and all literary material provided to them in connection with the development of the final screenplay in order to assess the contribution of each writer to the final shooting script.

The percentage contribution made by writers to screenplay obviously cannot be determined by counting lines or even the number of pages to which a writer has contributed. Arbiters must take into consideration the following elements in determining whether a writer is entitled to screenplay credit:

- dramatic construction;
- original and different scenes;
- characterization or character relationships; and
- dialogue.

It is up to the arbiters to determine which of the above-listed elements are most important

² *In the case where a team writes a story, and there is no source material, and one member of the team goes on to write a screenplay without there being any other intervening literary material by any other writer, the screenplay shall still be considered an "original screenplay."*

to the overall values of the final screenplay in each particular case. A writer may receive credit for a contribution to any or all of the above-listed elements. It is because of the need to understand contributions to the screenplay as a whole that professional expertise is required on the part of the arbiters. For example, there have been instances in which every line of dialogue has been changed and still the arbiters have found no significant change in the screenplay as a whole. On the other hand, there have been instances where far fewer changes in dialogue have made a significant contribution to the screenplay as a whole. In addition, a change in one portion of the script may be so significant that the entire screenplay is affected by it.

It is possible to consider the writer of a story or treatment as eligible for screenplay credit, but only in those cases where the story or treatment is written in great detail, to an extent far beyond the customary requirements for a story or treatment.

d. Selection from Source Material

As a guideline for arbiters in cases involving a non-original screenplay based upon source material, it is a fundamental principle that selection of screenplay elements (Sec. III.B.4.c.) from the source material is a part of the creative process of writing the screenplay. However, it shall not be considered part of the creative process of writing the screenplay that is based on source material to make selections of story elements from the source material. (See story elements -Sec III. A. 4.).

In weighing the screenplay contributions of writers where the elements selected from the source are substantially identical in both their screenplays, weight must be given to the first writer for having first made these selections. Where differing elements from the source material are used, clearly the weight must be given to whichever screenplay is closest to the final script.

GUILD POLICY ON
CREDITS

In those instances in which essentially all of the source material is used, with essentially no selection made of what to keep or discard, the contributions should be weighed simply according to what they have added to the final script, and regardless of the order in which participants have worked.

5. "Adaptation by"

(See Section III. A.10)

Because of the strong feeling against a multiplicity of credits, the Guild is opposed to the general use of the "Adaptation by" credit. However, the Guild recognizes that there are certain unusual cases where credit is due a writer who shapes the direction of screenplay construction without qualifying for "Screenplay by" credit. In those special cases, and only as a result of arbitration, the "Adaptation by" credit may be used.

6. Irreducible Story Minimum

In the case of an original screenplay, the first writer shall be entitled to no less than a shared story credit.

7. No Other Credits Approved

Any form of credit not expressly described in this Manual shall be used only upon receipt of a waiver from the Guild. Fewer names and fewer types of credit enhance the value of all credits and the dignity of all writers.

C. PRODUCTION EXECUTIVES

The term "production executives" includes individuals who receive credit as the director or in any producer capacity. The following rules govern writing credits of production executives who also perform writing services when there are other writers involved on the same project.

1. Automatic Arbitration Provisions

Schedule A of the Minimum Basic Agreement provides:

"Unless the story and/or screenplay writing is done entirely without any other writer, no designation of tentative story or screenplay credit

to a production executive shall become final or effective unless approved by a credit arbitration as herein provided, in accordance with the Guild rules for determination of such credit."

2. Notice Requirements

If a production executive intends to claim credit as a team on any literary material with a writer(s) who is not a production executive, he/she must, at the time when such team writing begins, have signified such claim in writing to the Guild and to the writer(s) with whom he/she claims to have worked as a team. Failure to comply with the above will preclude such production executive from claiming co-authorship of the literary material in question, and such literary material shall be attributed to the other writer.

3. Percentage Requirements to Receive Screenplay Credit

- a. At the time of the credit arbitration, the production executive must assume the burden of proving that he/she had, in fact, worked on the script as a writer and had assumed full share of the writing. If the production executive is the second writer he/she must have contributed more than 50% of the final script to receive screenplay credit. His/her contribution must consist of dramatic construction; original and different scenes; characterization or character relationships; and dialogue.
- b. In cases where the Arbitration Committee finds that the production executive has made a sufficient contribution to the final script to warrant screenplay credit, any other writer or writers employed may, at the discretion of the Committee, share screenplay credit for any substantial contribution without necessarily meeting the usually required percentage.
- c. In the instance of a team working in active collaboration, one or both of whom exercise the function of production executive, in order for the production executive to receive credit it will be required that the team contribute substantially more than 60% of the final script. Any

GUILD POLICY ON
CREDITS

other writer, however, who works on the script may be granted credit for any substantial contribution without necessarily meeting the usually required percentage.

As in all cases, decisions of Arbitration Committees are based upon literary material. Therefore, production executives, as well as other writers, should keep dated copies of all literary material written by them and submitted to the Company.

D. REMAKES

In the case of remakes, any writer who has received writing credit under the Guild's jurisdiction in connection with a prior version of the motion picture is a participating writer on the remake. As such, those prior writers are entitled to participate in the credit determination process and are eligible to receive writing credit pursuant to the rules for determining writing credits. The final shooting script written by a prior writer(s) shall be considered literary material.

If under the "Rules for Determining Writing Credits" (Section III.B.) the Arbitration Committee determines that such prior writer(s) is not entitled to receive writing credit, the Arbitration Committee may, within its discretion, accord such prior writer(s) a credit in the nature of a source material credit, such as "Based on a Screenplay by..."

However, the rules do not preclude a prior writer(s) from receiving both writing credit and a credit in the nature of a source material credit at the discretion of the Arbitration Committee.

Remakes shall be considered non-original screenplays under Section III.B.4.b.(2) of this Manual.

E. WITHDRAWAL FROM CREDIT

Prior to the time a credit question has been submitted to arbitration, a writer may withdraw from screen writing credit for personal cause, such as violation of his/her principles or mutilation of material he/she has written. If the other writer-contributors do not agree, the question shall be referred to arbitration. The Arbitration Committee in such cases shall base its determination on whether there is such personal cause.

After screen credits have been determined by arbitration, a writer may not withdraw his/her name from screenplay credit. He/she may, however, by notification to the Guild, withdraw from any other form of credit.

Withdrawal from writing credit will result in loss of any and all rights accruing from receipt of writing credit. Use of a pseudonym rather than withdrawing from credit will not result in such a forfeiture. (See H. below.)

F. GUILD'S RIGHT TO PROTEST

Pursuant to the provisions of the Minimum Basic Agreement the Guild has the right to protest credits proposed by the Company. The Guild may act irrespective of the wishes of any of the participating writers in order to ensure that the credit rules are properly applied.

G. ORDER OF NAMES

The order of writers' names in a shared credit may be arbitrated. Where there is no agreement among the arbiters as to order of names, the Consultant shall aid the Arbitration Committee toward a majority decision.

H. PSEUDONYMS

The Minimum Basic Agreement provides that any writer who is entitled to credit on the screen and who has been paid, or is guaranteed payment of, less than two hundred thousand dollars (\$200,000) for writing services or literary materials relating to the particular motion picture shall have the right to be accorded credit on the screen, in advertising or otherwise, in a reasonable pseudonymous name. A writer must exercise this right within five (5) business days after final determination of writing credits. None of the writer's rights, including but not limited to compensation of any kind, shall be affected by use of such pseudonym.

Before using a pseudonym a writer must register it with the Guild by sending a written notice to the Membership Department with the writer's Social Security number, if any. A pseudonym may not duplicate the name or pseudonym of another writer or the name of a public figure.

Subject to the terms of a fully-executed strike settlement agreement between a signatory company and the Guild,

GUILD POLICY ON
CREDITS

the Screen Credits Administrator shall be empowered to obtain the true name and identity of any writer listed by pseudonym on any Notice of Tentative Writing Credit submitted to the Guild. In the event that the Company or writer refuses to reveal the true identity of a writer listed by pseudonym on a Notice of Tentative Writing Credit on which the names of one or more other writers also appear, such writer listed by pseudonym shall not be entitled to receive writing credit, and credit shall be awarded to the other writers as the Arbitration Committee or the Screen Credits Administrator determines.

I. WRITTEN MATERIAL PREVAILS

Decisions of Arbitration Committees are based upon literary material. Claims of authorship must be supported by literary material appropriate for submission to the Arbitration Committee. In the event of conflicting claims, literary material always prevails.

J. REVISION OF SCRIPT AFTER FINAL CREDIT DETERMINATION

If, after screen credits are finally determined, material changes are made in the literary material, either the Company or a participant and the Guild jointly may reopen credit determination by making a claim within 48 hours after completion of the writing work claimed to justify the revision of credits; and in such case the procedure for the original determination of credits is followed.

K. PUBLICIZING OF CREDITS

The Minimum Basic Agreement and Guild Working Rules provide that no writer shall claim credit for screen authorship on any motion picture prior to the time when the credits have been determined, and no writer shall claim credits contrary to such determination. In addition, the Guild believes that it is in the best interest of all writers that certain facts relating to any particular credit determination should remain confidential. For example, participating writers are asked to refrain from commenting in the press or media about issues related to pre-arbitration hearings, arbiters' written decisions or Policy Review Board hearings.

L. CONCLUSION

These rules and procedures have been derived from the experience and practice of the past years. Although they remain the guiding policy by which credits are determined, they are not to be considered rigid or inflexible. The Guild has the discretion to depart from precedent when new conditions, new problems, or new methods of work may require an alteration of the rules or a new application of an existing rule to a unique set of facts and circumstances.

It is now accepted that administration of writers' credits belongs to the writers themselves. It is their responsibility to see to it that credits are administered wisely and well, that the written work product of participating writers is credited as accurately as possible, and that the overall result leads ultimately to a recognition of the importance of the writers' contribution to the screen.



EXHIBIT E



VIA FAX AND MAIL

June 6, 2003

CREDITS
PH 323. 782. 4528
FAX 323. 782. 4805

Stephanie Harris
Vice President, Credit and Title Administration
Walt Disney Pictures
2411 W. Olive Street
Room 337
Burbank, CA 91521

Dear Stephanie:

After carefully considering the material submitted to the Guild for the determination of credits, the Arbitration Committee in the case of:

PIRATES OF THE CARIBBEAN: THE CURSE OF THE BLACK PEARL

has determined that the writing credits shall read as follows:

Screenplay by Ted Elliott & Terry Rossio

Screen Story by Ted Elliott & Terry Rossio and Stuart Beattie and Jay Wolpert

It is the Guild's understanding that the Company intends to accord the following source material credit:

Based on Walt Disney's "Pirates of the Caribbean"

Please be advised that the on-screen placement of writing credits is governed by the provisions set forth in Theatrical Schedule A of the Basic Agreement. Please be further advised that the writing credit must be utilized exactly in the form in which it appears above, pursuant to Theatrical Schedule A. Please note that an "and" designates writers working separately and an ampersand ("&") denotes a writing team.

As a courtesy, please let this serve as a reminder to submit a copy of the main and end titles to the Guild for approval as required under the 2001 MBA. The new provisions under Paragraph 8 of Theatrical Schedule A of the 2001 MBA state, in pertinent part that: "The Company *shall* submit to the WGA for review proposed on-screen credits (main and end titles) before prints are prepared." (Emphasis added). This provision applies to all projects upon which the Guild has determined credits under the 2001 MBA. Failure to comply with this new provision can result in significant damages to the Company.

Writers Guild of America, west, Inc.

7000 WEST THIRD STREET, LOS ANGELES, CA 90048 • PH 323. 951. 4000 FAX 323. 782. 4800 • WEBSITE www.wga.org

AFFILIATED WITH: WRITERS GUILD OF AMERICA, EAST, INC. WRITERS GUILD OF CANADA THE AUSTRALIAN WRITERS GUILD NEW ZEALAND WRITERS' GUILD (INC)
SOCIÉTÉ DES AUTEURS, RECHERCHISTES, DOCUMENTALISTES ET COMPOSITEURS THE WRITERS GUILD OF GREAT BRITAIN

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WDP0040408

Stephanie Harris

"Pirates of the Caribbean: The Curse of the Black Pearl"

June 6, 2003

Page 2

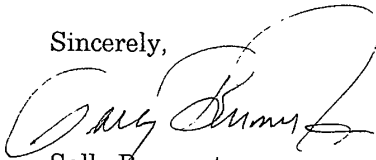
This is to ensure that the titles are prepared in accordance with the MBA. In the interests of good Company-Guild-Writer relations, the Guild especially would like to avoid disputes occurring after prints have been struck when the costs associated with resolving the problem can be significantly higher for both the Company and the Guild.

We look forward to receiving the main and end titles in a timely manner. If you have any questions or concerns regarding placement of the writing credits or any other information please contact Jessica Tammariello in the Credits Department at 323/782-4785.

As discussed, the source material for the attraction submitted to the Guild for the determination will be returned under separate cover and the literary material will not be returned.

Your cooperation in this matter is greatly appreciated.

Sincerely,



Sally Burmester
Screen Credits Administrator

cc: Jay Wolpert
Stuart Beattie
Ted Elliott
✓ Terry Rossio

WDP0040409

EXHIBIT F

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Attorneys for Plaintiffs
Arthur Lee Alfred, II, et al.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ARTHUR LEE ALFRED, II, et al.,

Plaintiffs,

v.

WALT DISNEY PICTURES,

Defendant.

Case No. 2:18-CV-08074-CBM-ASx

**PLAINTIFFS' ANSWERS TO
DEFENDANT'S FIRST SET OF
INTERROGATORIES**

REQUESTING PARTY: Defendant WALT DISNEY PICTURES

RESPONDING PARTY: Plaintiffs ARTHUR LEE ALFRED, II, et al.

SET NUMBER: ONE

1 Plaintiffs provide the following responses to Disney's first set of
2 interrogatories. No incidental or implied admissions are intended or made by the
3 responses contained herein. Discovery is ongoing and Plaintiffs reserve the right to
4 supplement these responses to the interrogatories as necessary and as set forth by
5 Federal Rule of Civil Procedure 26(e).

6 **OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS**

7 1. Plaintiffs object to the definition of "documents" to the extent that the
8 definition is broader than the definition and requirements set forth in the Federal
9 Rules of Civil Procedure.

10 2. Plaintiffs object to the definition of "Your Screenplay" as overbroad in
11 that it includes "other materials that include or relate to that screenplay." Plaintiffs
12 will interpret this term to mean "drafts, revisions, and artwork" of the screenplay at
13 issue in this litigation.

14 3. Plaintiffs object to Disney's instruction to provide responsive information in
15 Plaintiffs' "indirect" or "constructive" control as outside the scope of Plaintiffs'
16 obligations under the Rules of Civil Procedure. Pursuant to the Federal Rules and
17 Ninth Circuit precedent, a party must have a legal right to the information before it
18 is considered in the party's possession, custody, or control. *See, e.g., A. Farber &*
19 *Partners, Inc. v. Garber*, 234 F.R.D. 186, 189 (C.D. Cal. 2006). Mere availability
20 or access does not suffice. *Id.*

21 4. Plaintiffs further object to each definition and instruction to the extent
22 that it attempts to impose obligations inconsistent with or in addition to those
23 required by the Federal Rules of Civil Procedure, the Local Rules or Orders of this
24 Court, or any other applicable authority.

25 5. Plaintiffs object to each and every Interrogatory, definition, and
26 instruction to the extent that it seeks information or documents protected by the
27 attorney-client privilege, work product doctrine, or any other applicable law,
28

1 privilege, immunity, protection, or doctrine. Plaintiffs claim such privileges and
2 protections to the extent implicated by each Interrogatory, and exclude privileged
3 and protected information from their responses.

4 **INTERROGATORY NO. 1:**

5 Identify by name, contact information (and in the case of an individual,
6 employer and title) all PERSONS YOU believe to have knowledge pertaining to
7 any matter alleged in YOUR FAC, and separately for each such PERSON, the
8 nature of such knowledge.

9 **ANSWER TO INTERROGATORY NO. 1:**

10 Plaintiffs object to this Interrogatory as categorically overbroad, unduly
11 burdensome, and not proportional to the needs of the case in that it seeks the
12 identity of any person Plaintiffs “believe” to have knowledge for “any matter,” no
13 matter the nature of that information. Such requests are improper. *Philips N. Am.*
14 *LLC v. PKI Healthcare, Inc.*, No. SACV 19-01765-JVS (JDEx), 2020 WL
15 3031614, at *2-3 (C.D. Cal. Mar. 10, 2020) (collecting cases and noting that
16 interrogatories demanding “all details, facts, and information . . . [are] facially
17 overbroad, unduly burdensome, and disproportionate to the needs of the case.”).

18 On the basis of their objection, Plaintiffs will not respond to this
19 Interrogatory.

20 **INTERROGATORY NO. 2:**

21 Identify all communications YOU have had with any PERSON (other than
22 communications with YOUR counsel that YOU contend are privileged) regarding
23 YOUR SCREENPLAY by setting forth (a) the name, contact information (and in
24 the case of an individual, the employer and title) of each PERSON involved in the
25 communication (including each employee or agent of an entity); (b) the date of the
26 communication; (c) the means of the communication (e.g., telephone call, e-mail);
27 and (d) the substance of the communication set forth in detail. This interrogatory
28

1 includes, among other things, communications regarding the conception or sources
2 of inspiration for YOUR SCREENPLAY and non-privileged communications
3 regarding this LITIGATION.

4 **ANSWER TO INTERROGATORY NO. 2:**

5 Plaintiffs object to this Interrogatory as categorically overbroad in that it
6 seeks the identity of any communication Plaintiffs have had with any person
7 regarding Plaintiffs Screenplay, no matter the nature of that communication,
8 especially with its requests for “all communications” that include “non-privileged
9 communications regarding this LITIGATION.” Such a request is improper. *Philips*
10 *N. Am. LLC v. PKI Healthcare, Inc.*, No. SACV 19-01765-JVS (JDEx), 2020 WL
11 3031614, at *2-3 (C.D. Cal. Mar. 10, 2020) (collecting cases and noting that
12 interrogatories demanding “all details, facts, and information . . . [are] facially
13 overbroad, unduly burdensome, and disproportionate to the needs of the case.”).
14 Plaintiffs further object that this Interrogatory is facially unduly burdensome in that
15 it requires a response without any limitations on timing. And as Disney itself has
16 argued, a “Relevant Timeframe” is between October 1, 1999 and June 28, 2003.
17 Plaintiffs will construe the Request to be limited to that timeframe. *Id.* Plaintiffs
18 also object to the discrete subparts in the interrogatory as unduly burdensome.

19 On the basis of their objections, Plaintiffs state that they will identify
20 categories of communications between individuals between October 1, 1999 and
21 June 28, 2003 that concerned the Pirates SCREENPLAY. Within that timeframe,
22 Plaintiffs respond that they communicated with the following individuals:

- 23 • Tova Laiter. Plaintiffs communicated in-person, by telephone, and by
24 e-mail with Tova Laiter regarding the Screenplay multiple times
25 between 1999 and 2000 to discuss the Screenplay’s contents, its
26 submission to various entertainment companies, and the status of the
27 Screenplay after submission to Disney. Ms. Laiter acted as Plaintiffs’
28

1 producing partner in submitting the Screenplay, and engaged in a
2 series of calls to discuss the submission status of the Screenplay.

- 3 • Brigham Taylor. Plaintiffs had or were involved in, though their
4 producing partner Tova Laiter, communications by telephone with
5 Brigham Taylor regarding the Screenplay multiple times in 2000 to
6 discuss the Screenplay's contents and Taylor's consideration of the
7 Screenplay, and whether Taylor would produce the Screenplay. For
8 instance, these communications included a telephone conversation
9 with Mr. Taylor in the fall of 2000, during which he explained that
10 their script had been sent to Ms. Nina Jacobson for her consideration.
11 A further telephone conversation with Mr. Taylor related that Ms.
12 Jacobson did not intend to pursue the *Pirates* Screenplay for
13 production because it involved children.
- 14 • Michael Haynes and Josh Harmon. Plaintiffs communicated in-person
15 with Mr. Haynes and Mr. Harmon in October of 2000 when they saw
16 their *Pirates of the Caribbean* script sitting on Mr. Taylor's desk at a
17 creative team meeting. After asking about the script, they were ushered
18 out of Mr. Taylor's office.
- 19 • Louis Spoto. Plaintiffs communicated with Mr. Spoto, Esq., an
20 attorney at Loeb and Loeb, regarding the Screenplay. The substance of
21 those communications is protected by the attorney-client privilege.

22 On the basis of their objections, Plaintiffs will not respond further to this
23 Interrogatory.

24 **INTERROGATORY NO. 3:**

25 Describe with particularity all preexisting sources of any kind or nature that
26 you consulted or relied upon, or that inspired in any way YOUR conception,
27 creation, authorship, or development of YOUR SCREENPLAY

1 **ANSWER TO INTERROGATORY NO. 3:**

2 Plaintiffs object to the requirement that they identify “all” preexisting sources
3 of any kind as categorically overbroad and unduly burdensome. Such requests are
4 improper. *Philips N. Am. LLC v. PKI Healthcare, Inc.*, No. SACV 19-01765-JVS
5 (JDEx), 2020 WL 3031614, at *2-3 (C.D. Cal. Mar. 10, 2020) (collecting cases and
6 noting that interrogatories demanding “all details, facts, and information . . . [are]
7 facially overbroad, unduly burdensome, and disproportionate to the needs of the
8 case.”). Plaintiffs further object to the phrases “consulted or relied upon” and
9 “inspired in any way” as vague and ambiguous because it is unclear what those
10 terms mean, particularly in combination with other disjunctive portions of the
11 interrogatory.

12 On the basis of their objections, Plaintiffs will not respond to this
13 Interrogatory other than to state that Plaintiffs’ Screenplay is an original expression
14 created by the Plaintiffs.

15 **INTERROGATORY NO. 4:**

16 Identify and describe with particularity each element of YOUR
17 SCREENPLAY that you contend DEFENDANT infringed.

18 **ANSWER TO INTERROGATORY NO. 4:**

19 Plaintiffs object to this Interrogatory as seeking discovery on questions of
20 substantial similarity in violation of the parties’ stipulation, which provides that
21 discovery is bifurcated. *See* Dkt. No. 121. After the Ninth Circuit remanded this
22 case, the parties stipulated to phased discovery—at Disney’s suggestion—to best
23 expedite the litigation. That agreement was predicated on a shared interest “in
24 streamlining this action by reducing the number of named defendants and
25 establishing certain mutually-agreeable timeframes regarding discovery, motion
26 practice, and ADR.” *Id.* ¶ 1. To that end, the parties agreed to a “phased” approach
27 to discovery, under which fact discovery would be bifurcated into two phases.

1 “[D]iscovery in the first phase [was] limited to the issue of substantial similarity.”
2 *Id.* ¶ 10. The Parties completed that phase, including through expert reports and
3 depositions. Disney then filed its summary judgment motion, which the Court
4 denied.

5 After the Court’s denial of summary judgment, this case moved into the
6 “second phase” of discovery. That “second phase” encompasses “other discovery”
7 *not relating to* substantial similarity. *See id.* ¶ 10(a). Thus, pursuant to the Court’s
8 adoption of the parties’ stipulation, this “second phase” is limited to issues *other*
9 than substantial similarity.

10 On the basis of their objection, Plaintiffs will not respond to this
11 Interrogatory.

12 **INTERROGATORY NO. 5:**

13 Identify all facts that support or refute YOUR contention that each
14 component identified in response to Interrogatory 4 above contains original
15 expression that is subject to protection under copyright law.

16 **ANSWER TO INTERROGATORY NO. 5:**

17 Plaintiffs object to this Interrogatory as seeking discovery on questions of
18 substantial similarity in violation of the parties’ stipulation, which provides that
19 discovery is bifurcated. *See* Dkt. No. 121. After the Ninth Circuit remanded this
20 case, the parties stipulated to phased discovery—at Disney’s suggestion—to best
21 expedite the litigation. That agreement was predicated on a shared interest “in
22 streamlining this action by reducing the number of named defendants and
23 establishing certain mutually-agreeable timeframes regarding discovery, motion
24 practice, and ADR.” *Id.* ¶ 1. To that end, the parties agreed to a “phased” approach
25 to discovery, under which fact discovery would be bifurcated into two phases.
26 “[D]iscovery in the first phase [was] limited to the issue of substantial similarity.”
27 *Id.* ¶ 10. The Parties completed that phase, including through expert reports and
28

1 depositions. Disney then filed its summary judgment motion, which the Court
2 denied.

3 After the Court's denial of summary judgment, this case moved into the
4 "second phase" of discovery. That "second phase" encompasses "other discovery"
5 *not relating to* substantial similarity. *See id.* ¶ 10(a). Thus, pursuant to the Court's
6 adoption of the parties' stipulation, this "second phase" is limited to issues *other*
7 than substantial similarity.

8 Plaintiffs further object to the requirement to provide "all facts" as overbroad
9 and unduly burdensome. *See Philips N. Am. LLC v. PKI Healthcare, Inc.*, No.
10 SACV 19-01765-JVS (JDEx), 2020 WL 3031614, at *2-3 (C.D. Cal. Mar. 10,
11 2020) (collecting cases and noting that interrogatories demanding "all details, facts,
12 and information . . . [are] facially overbroad, unduly burdensome, and
13 disproportionate to the needs of the case."). Plaintiffs further object to the
14 interrogatory to the extent as not proportional to the needs of case as it calls for a
15 legal conclusion on individual components and is inconsistent with the Ninth
16 Circuit's direction to apply the original selection and arrangement of elements.

17 On the basis of their objections, Plaintiffs will not respond to this
18 Interrogatory.

19 **INTERROGATORY NO. 6:**

20 Identify and describe with particularity each element of CURSE or any of the
21 SEQUEL MOVIES that YOU contend infringed YOUR copyright in THE
22 SCREENPLAY.

23 **ANSWER TO INTERROGATORY NO. 6:**

24 Plaintiffs object to this Interrogatory as seeking information not relevant to
25 any party's claims or defenses in that it requests information how "any of the
26 SEQUEL MOVIES" infringe Plaintiffs' Screenplay, which is not a claim asserted
27 in the First Amended Complaint (and as explained at the summary judgment
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1 hearing). (For the avoidance of doubt, and as explained, Disney’s profits from the
2 Sequels are relevant to an award of damages for Disney’s infringement of the
3 Pirates Screenplay.)

4 Plaintiffs object to this Interrogatory as seeking discovery on questions of
5 substantial similarity in violation of the parties’ stipulation, which provides that
6 discovery is bifurcated. *See* Dkt. No. 121. After the Ninth Circuit remanded this
7 case, the parties stipulated to phased discovery—at Disney’s suggestion—to best
8 expedite the litigation. That agreement was predicated on a shared interest “in
9 streamlining this action by reducing the number of named defendants and
10 establishing certain mutually-agreeable timeframes regarding discovery, motion
11 practice, and ADR.” *Id.* ¶ 1. To that end, the parties agreed to a “phased” approach
12 to discovery, under which fact discovery would be bifurcated into two phases.
13 “[D]iscovery in the first phase [was] limited to the issue of substantial similarity.”
14 *Id.* ¶ 10. The Parties completed that phase, including through expert reports and
15 depositions. Disney then filed its summary judgment motion, which the Court
16 denied.

17 After the Court’s denial of summary judgment, this case moved into the
18 “second phase” of discovery. That “second phase” encompasses “other discovery”
19 *not relating to* substantial similarity. *See id.* ¶ 10(a). Thus, pursuant to the Court’s
20 adoption of the parties’ stipulation, this “second phase” is limited to issues *other*
21 than substantial similarity.

22 On the basis of their objection, Plaintiffs will not respond to this
23 Interrogatory.

24 **INTERROGATORY NO. 7:**

25 Identify all facts that support YOUR contention that DISNEY had access to
26 YOUR SCREENPLAY in the conception, creation, development, or production of
27 CURSE or any of the SEQUEL MOVIES.

ANSWER TO INTERROGATORY NO. 7:

Plaintiffs object to this Interrogatory as overbroad and unduly burdensome in that it requests identification of “all facts.” *See Philips N. Am. LLC v. PKI Healthcare, Inc.*, No. SACV 19-01765-JVS (JDEx), 2020 WL 3031614, at *2-3 (C.D. Cal. Mar. 10, 2020) (collecting cases and noting that interrogatories demanding “all details, facts, and information . . . [are] facially overbroad, unduly burdensome, and disproportionate to the needs of the case.”). Plaintiffs further object to this Interrogatory as seeking information within the possession, custody, or control of Disney.

On the basis of their objections, Plaintiffs state that at least from August, 2000 until November of 2002, Disney had access to Plaintiffs’ Screenplay. The Plaintiffs first couriered their Screenplay to Disney in August 2000 for initial consideration, which was followed up with telephone calls to Brigham Taylor about the Screenplay. Mr. Taylor eventually relayed to Ms. Tova Laiter that he had passed the Screenplay along to Ms. Nina Jacobson for her consideration. In addition to calling Mr. Taylor, Plaintiffs also had ongoing meetings with him (and others at Disney) due to their involvement in the *Red Hood* project, in which they would physically meet at Disney’s Burbank studios to discuss ideas and developments for the project. At one meeting in October of 2000, Plaintiffs saw a copy of their *Pirates of the Caribbean* Screenplay on Mr. Taylor’s desk. After inquiring about the Screenplay, Plaintiffs were ushered out of Mr. Taylor’s office. Several weeks later, Mr. Taylor called Ms. Laiter to inform of Disney’s decision to “pass” on the Plaintiffs’ Screenplay. Disney continued to possess the Screenplay, contrary to industry practices, until November of 2002, when Disney mailed it back to Mr. Martinez. Plaintiffs also incorporate Disney’s response to Plaintiffs’ Interrogatory No. 1 as part of this response.

INTERROGATORY NO. 8:

Identify all facts that support YOUR contention that DISNEY copied YOUR SCREENPLAY in the conception, creation, development, or production of CURSE or any of the SEQUEL MOVIES.

ANSWER TO INTERROGATORY NO. 8:

Plaintiffs object to this Interrogatory as overbroad and unduly burdensome in that it requests identification of “all facts.” *See Philips N. Am. LLC v. PKI Healthcare, Inc.*, No. SACV 19-01765-JVS (JDEx), 2020 WL 3031614, at *2-3 (C.D. Cal. Mar. 10, 2020) (collecting cases and noting that interrogatories demanding “all details, facts, and information . . . [are] facially overbroad, unduly burdensome, and disproportionate to the needs of the case.”). Plaintiffs object to this Interrogatory as seeking information not relevant to any party’s claims or defenses in that it requests information how “any of the SEQUEL MOVIES” infringe Plaintiffs’ Screenplay, which is not a claim asserted in the First Amended Complaint (and as explained at the summary judgment hearing). (For the avoidance of doubt, and as explained, Disney’s profits from the Sequels are relevant to an award of damages for Disney’s infringement of the Pirates movie.) Plaintiffs further object to this Interrogatory as seeking discovery on questions of substantial similarity in violation of the parties’ stipulation, which provides that discovery is bifurcated. *See* Dkt. No. 121. After the Ninth Circuit remanded this case, the parties stipulated to phased discovery—at Disney’s suggestion—to best expedite the litigation. That agreement was predicated on a shared interest “in streamlining this action by reducing the number of named defendants and establishing certain mutually-agreeable timeframes regarding discovery, motion practice, and ADR.” *Id.* ¶ 1. To that end, the parties agreed to a “phased” approach to discovery, under which fact discovery would be bifurcated into two phases. “[D]iscovery in the first phase [was] limited to the issue of substantial similarity.” *Id.* ¶ 10. The Parties

1 completed that phase, including through expert reports and depositions. Disney then
2 filed its summary judgment motion, which the Court denied.

3 After the Court's denial of summary judgment, this case moved into the
4 "second phase" of discovery. That "second phase" encompasses "other discovery"
5 *not relating to* substantial similarity. *See id.* ¶ 10(a). Thus, pursuant to the Court's
6 adoption of the parties' stipulation, this "second phase" is limited to issues *other*
7 than substantial similarity.

8 On the basis of their objections, Plaintiffs will not respond to this
9 Interrogatory.

10 **INTERROGATORY NO. 9:**

11 State the amount of damages and/or losses that YOU have allegedly suffered
12 as a result of DISNEY's alleged infringement of YOUR copyright in YOUR
13 SCREENPLAY, including a detailed calculation illustrating how YOU arrived at
14 the amount, and the methodology used to calculate the amount.

15 **ANSWER TO INTERROGATORY NO. 9:**

16 Plaintiffs object to this Interrogatory as premature because it seeks
17 information that is the subject of expert discovery, which has not yet commenced
18 under the Court's scheduling order. Plaintiffs also object to this Interrogatory as
19 premature because a complete response requires information uniquely in Disney's
20 possession and which Disney has not provided in full in discovery to date.

21 On the basis of their objections, Plaintiffs respond at this time that they may
22 seek actual damages and Disney's additional profits. *See* 17 U.S.C. § 504(a).
23 Plaintiffs may seek damages based on Disney's profits on the *Pirates of the*
24 *Caribbean* film and the *Pirates of the Caribbean* sequels as derivative works,
25 including but not limited to in the form of a hypothetical license. Plaintiffs may also
26 seek indirect profits from the *Pirates of the Caribbean* franchise for merchandise,
27 artwork, and other sales generated from the success of the *Pirates of the Caribbean*
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1 film franchise. Plaintiffs may further seek damages for the loss of income
2 attributable to, among other things, Plaintiffs' loss of writing credit and status
3 within the Writers Guild of America ("WGA"), including WGA residuals. As
4 discovery has just begun, Plaintiffs will supplement this response as discovery
5 progresses and as set forth in the scheduling order.

6 **INTERROGATORY NO. 10:**

7 State the amount of any profit, revenue, compensation, or financial benefit
8 that YOU contend DISNEY has received, or YOU anticipate DISNEY will receive
9 in the future, attributable to any alleged infringement of YOUR copyright in YOUR
10 SCREENPLAY, including a detailed calculation illustrating how YOU arrived at
11 the amount, and the methodology used to calculate the amount.

12 **ANSWER TO INTERROGATORY NO. 10:**

13 Plaintiffs object to this Interrogatory as premature because it seeks
14 information that is the subject of expert discovery, which has not yet commenced
15 under the Court's scheduling order. Plaintiffs also object to this Interrogatory as
16 premature because a complete response requires information uniquely in Disney's
17 possession and which Disney has not provided in full in discovery to date.

18 On the basis of their objections, Plaintiffs respond at this time that based on
19 the facts currently known to them, Disney made substantial profit on the *Pirates of*
20 *the Caribbean* film through copying of Plaintiffs' original expression in their
21 *Pirates* screenplay. Owing to the popularity of that infringement, Disney has
22 profited—directly and indirectly—through the broadcast and distribution of the
23 *Pirates of the Caribbean* sequels and from sales of merchandise, artwork, and other
24 *Pirates of the Caribbean* branded items. As discovery has just begun, Plaintiffs will
25 supplement this response as discovery progresses and under the Scheduling Order.

INTERROGATORY NO. 11:

Identify any agreement between YOU and any other PERSON regarding the division, distribution, or allocation of any revenues YOU may receive relating to YOUR SCREENPLAY, including any recovery from this LITIGATION through judgment or settlement, and describe in detail any such agreement, including (a) the counterparty; (b) the date of the agreement; and (c) the material terms of the agreement.

ANSWER TO INTERROGATORY NO. 11:

Plaintiffs object that that this Interrogatory does not seek relevant information that is proportional to the needs of the case to the extent it seeks information relating to agreements with legal counsel. Plaintiffs also object to the extent it seeks information protected by the attorney work-product doctrine and/or attorney-client privilege.

On the basis of their objection, Plaintiffs identify that Tova Laiter, Ezequiel Martinez Jr., and Arthur Lee Alfred II have agreed since 2000 to allocate any profits from the sale, monetization, or commercialization of their Screenplay equally among themselves, which reflects Ms. Laiter's contributions as Plaintiffs' prospective producer partner, and Plaintiffs' contributions as screenwriters and prospective assistant producers. These individuals have affirmed their understanding that this agreement applies to any recovery in this litigation resulting from Disney's infringement. Pursuant to Rule 33(d), Plaintiffs will produce a copy of the 2000 agreement and other documents that memorialize their agreements amongst themselves.

INTERROGATORY NO. 12:

If YOU contend that DISNEY's alleged infringement of YOUR copyright in YOUR SCREENPLAY was "willful," identify all facts supporting that contention.

ANSWER TO INTERROGATORY NO. 12:

Plaintiffs object to this Interrogatory as overbroad and unduly burdensome in that it requests identification of “all facts.” *See Philips N. Am. LLC v. PKI Healthcare, Inc.*, No. SACV 19-01765-JVS (JDEx), 2020 WL 3031614, at *2-3 (C.D. Cal. Mar. 10, 2020) (collecting cases and noting that interrogatories demanding “all details, facts, and information . . . [are] facially overbroad, unduly burdensome, and disproportionate to the needs of the case.”). Plaintiffs also object to this Interrogatory as premature because a complete response requires information uniquely in Disney’s possession and which Disney has not provided in full in discovery to date. Plaintiffs also object to this interrogatory as calling for a legal conclusion.

On the basis of their objections and upon information currently known to Plaintiffs, Plaintiffs state that Disney’s infringement was willful. After Plaintiffs submitted their script to Disney in August 2000, Disney proceeded to incorporate the original expression found within the Screenplay into their own *Pirates of the Caribbean* film, using the original selection and arrangement of elements from Plaintiffs’ Screenplay. This infringement was willful because Disney knew that its copying infringed Plaintiffs’ copyright and/or Disney recklessly disregarded Plaintiffs’ copyright. Plaintiffs incorporate their response to Interrogatory 7. As explained in that response, the creative team members who accessed Plaintiffs’ screenplay—Brigham Taylor, Josh Harmon, Michael Haynes, and Nina Jacobson—then were materially involved in the development of the infringing *Pirates* film. Thus, Disney knew or recklessly disregarded that its *Pirates* film infringed the Screenplay, which makes the infringement willful under the law.

INTERROGATORY NO. 13:

Identify and describe with particularity YOUR efforts to sell, license, exploit, or otherwise monetize YOUR SCREENPLAY, and the results of those efforts.

ANSWER TO INTERROGATORY NO. 13:

Plaintiffs object to this Interrogatory as overbroad because it places no temporal limitation on any response. As Disney itself has maintained, a “Relevant Timeframe” is between October 1, 1999 and June 28, 2003. Plaintiffs will construe the Request to be limited to that timeframe.

On the basis of their objection, Plaintiffs identify that, between October 1, 1999 and June 28, 2003, Tova Laiter distributed their Screenplay to multiple movie studios, production companies, and/or agencies. Plaintiffs understand that Ms. Laiter distributed their Screenplay under her standard process for distributing screenplays by enclosing the Screenplay and a trailer teaser, and including a cover letter about the Screenplay in an envelope package. As part of this standard process, Ms. Laiter, couriered the envelope for consideration. Among the companies receiving submissions were Disney, Paramount Pictures (in the Buena Vista division), and Spyglass Pictures. Plaintiffs also state that it will produce documents pursuant to Rule 33(d) to the extent they exist and are located after a reasonable search.

Dated: February 17, 2022

Respectfully submitted,

By: /s/ Patrick M. Arenz

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ARTHUR LEE ALFRED, II, et al.,

Plaintiffs,

v.

WALT DISNEY PICTURES,

Defendant.

Case No. 2:18-CV-08074-CBM-ASx

**PLAINTIFFS ARTHUR LEE
ALFRED, II AND EZEQUIEL
MARTINEZ, JR.'S
VERIFICATION OF
PLAINTIFFS' ANSWERS TO
DEFENDANT'S FIRST SET OF
INTERROGATORIES**

Judge: Hon. Consuelo Marshall

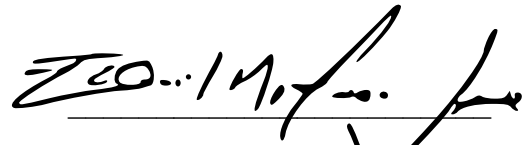
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VERIFICATION

I, Ezequiel Martinez, Jr., have read Plaintiffs' Answers to Defendant's First Set of Interrogatories and believe the factual information in them to be true and correct to the best of my knowledge, information, and belief. I make no representation about responses or objections involving issues of law, legal contentions, or legal conclusions.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 17th, 2022.


Ezequiel Martinez, Jr.

VERIFICATION

I, Arthur Lee Alfred, II, have read Plaintiffs' Answers to Defendant's First Set of Interrogatories and believe the factual information in them to be true and correct to the best of my knowledge, information, and belief. I make no representation about responses or objections involving issues of law, legal contentions, or legal conclusions.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 17, 2022.

Arthur L. Alfred II

Arthur Lee Alfred, II